



IN THE BUSINESS OF YOUR SUCCESS®

Implementation Excellence

IMPLEMENTATION METHODOLOGY

INTRODUCTION & STARTUP

- Kick-Off Meeting
- Training Plan Presentation
- Security Administrator Identification & Configuration



ANALYSIS

- Business Needs interviews (HR, Benefits, Payroll, Time & Attendance)
- Data Conversion Assessment
- Tax & Banking and General Ledger Analysis



CONFIGURATION & DATA CONVERSION

- Solution Configuration
- Data Extraction, Conversion, and Data Load
- Management Reporting



VALIDATION

- Employee Data, Balances and Security
- Core Client Training Complete
- Confirm Workflows (i.e., New Hiring, Time-Off Approvals)
- Process Test Payroll



PRODUCTION

- ADP Workforce Now® Solution Live
- First Processing Support
- Manager and Employee Self Service Launch Support



POST-LIVE PROCESSING

- Transition to Dedicated Service Team
- Benefits Carrier Connections
- ADP "Beyond Basics" Training

IMPLEMENTATION TIMELINE

Your Project Manager will design a customized project schedule based on your organization's unique needs with consideration for your desired timeline and your resource availability.

Payroll With or Without HR

▶ Payroll With Essential Time:

▶ Payroll With HR and Benefits:

▶ Payroll With Expanded Time:

2-4 weeks

6-8 weeks
With or Without HR

12-14 weeks
With or Without Essential Time

20 weeks
With or Without HR and Benefits

ADP's people, process, and technology are designed to deliver a timely and quality solution.

People

- An ADP project manager is **accountable** for your implementation so that you can effectively participate while managing your day-to-day business. All ADP Project Managers complete a **thorough training curriculum** inclusive of project management **best practices and business acumen** instruction.
- Highly-trained specialists with **practical experience** will align with your project stakeholders to **understand your organization**, to **discuss best practices**, and to **design, configure, and validate your solution** based on your unique requirements.

Process

- ADP's structured implementation methodology is a **step-by-step** approach, based on best practices gleaned from **tens of thousands** of implementations.
- Highlights of each phase of the implementation include:
 - **Introduction & Startup:** presentation of project schedule and **customized training plan** to all stakeholders
 - **Analysis:** guided interviews to understand your desired **business rules and workflow requirements**
 - **Configuration & Data Conversion:** proven process and tools to convert data quickly from a variety of sources including stand-alone files and non-ADP environments
 - **Validation:** solution delivery including new hire **transactional testing**, parallel payroll, and reporting/security review
 - **Production:** project team support for **first processing** and manager/employee self-service launch
 - **Post-Live Processing:** confirmation of your **satisfaction** and introduction to your dedicated service team

Technology

- ADP's highly engineered implementation methodology is built on an easy to use yet highly innovative workflow tool, allowing for automation of **traditionally labor-intensive process steps** including security setup, data extraction, and project schedule maintenance.
- ADP will collect and convert your current employee data, typically in five business days or less, utilizing technology to help ensure a rapid and accurate data conversion.

MAJOR ACCOUNTS AGREEMENT

This Major Accounts Agreement (“Agreement”) dated _____ (the “Effective Date”), is by and between _____ with offices at _____

_____ (“Client”) and ADP, LLC with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 (“ADP”) for the procurement of Services (defined in Section 1A) from ADP in accordance with this Agreement. All references herein to “Client” shall refer to Client and its affiliates receiving the Services and ADP Products (defined in section 1A) pursuant hereto. For purposes of this Agreement “affiliate” of Client shall mean any individual, corporation or partnership or any other entity or organization (a “person”) that controls, is controlled by or is under common control with Client. For purposes of the preceding definition, “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.

1. GENERAL TERMS

A. Services. ADP shall provide payroll, tax filing, time and attendance, human resources (“HR”), self-service benefits administration, talent and other data processing services, including related web hosting services (the “Services”), equipment, computer programs, software (other than pre-packaged third-party software), and documentation (the “ADP Products”) all as further detailed in the description of services found at www.productdescription.majoraccounts.adp.com (which may be modified from time to time provided, however, that any such modifications will not have a material adverse impact on any of the Services Client is receiving) and in accordance with sales order(s) between Client and ADP (the “Sales Order(s)”). A mandatory credit check will be performed prior to the provision of any Payment Services (as defined in Section 8.B). The ADP Products and Services are hosted in the United States and are for use in the United States only unless otherwise permitted under this Agreement or ADP otherwise consents in writing. Client acknowledges and agrees that ADP will not be deemed to be providing legal, financial, benefits, or tax advice to Client as a result of the ADP Products and Services provided herein.

B. Accuracy of Client Information, Review of Data. All Services provided hereunder will be based upon information provided to ADP by Client (including proof of federal, state, and local tax identification numbers). Upon receipt from ADP, whether electronically or otherwise, Client will promptly review all disbursement records and other reports prepared by ADP for validity and accuracy according to Client’s records and Client agrees that it will promptly notify ADP of any discrepancies (in any case before distributing any paychecks or relying on any such disbursement records or reports). To help prevent employee fraud, ADP recommends that Client has someone other than its designated payroll contact, promptly and thoroughly review Client’s disbursement reports to enable Client to spot and correct errors and inconsistencies.

C. Protection of Client Files. ADP maintains appropriate security measures to protect the personal information of Client’s employees and payees consistent with applicable state and federal laws including the Massachusetts Standards for The Protection of Personal Information of Residents of the Commonwealth (201 CMR 17.00). Additionally, ADP will employ commercially reasonable storage (including backup, archive and redundant data storage, on-site and off-site) and reasonable precautions to prevent loss of or alteration to Client’s data files and/or Client Content (defined in Section 1H) in ADP’s possession, but ADP does not undertake to guarantee against any such loss or alteration. ADP is not, and will not be, Client’s official record keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents containing the information delivered to ADP (including printouts or electronic copies of Client Content input into any ADP Internet Services (defined in Section 1H)).

D. Use of ADP Products and Services. ADP Products and Services include confidential and proprietary information. Client shall use the ADP Products and Services only for its internal business purposes. Client shall not provide, directly or indirectly, any of the ADP Products or Services or any portion thereof to any other party. Client shall not provide service bureau or other data processing services that make use of the ADP Products or Services or any part thereof without the express written consent of ADP. Client represents that it has verified the identity of each of its employees to whom it will make payments using ADP Products or Services through appropriate documentation provided by such employee (e.g., I-9 documentation). Client shall be responsible for ensuring that its employees, plan participants and any other persons authorized by Client to access or use the Services comply with all the terms of this Agreement.

E. Compliance with Laws. Client shall not use or access the ADP Products and Services in any way that violates any applicable international, federal, state or local laws and/or regulations. Client acknowledges that the ADP Products and Services are designed to assist Client in complying with applicable U.S. laws and U.S. governmental regulations, but that Client, and not ADP, shall be solely responsible for (i) compliance with all laws and governmental regulations affecting its business, and (ii) any use Client may make of the ADP Products and/or Services (including any reports and worksheets produced in connection therewith) to assist it in complying with such laws and governmental regulations. Further, Client is responsible for complying with all applicable data protection laws and represents that it has obtained any employee consents necessary (or otherwise have complied with applicable law) to transmit the information to ADP. Client will not rely solely on its use of the ADP Products and/or Services in complying with any laws and governmental regulations (including but not limited to any applicable Office of Foreign Assets Control (“OFAC”) screening requirement). ADP will be responsible for complying with all applicable laws or governmental regulations affecting its business generally. Each party will be responsible for complying with all requirements of applicable law or regulation regarding security breaches and suspected security breaches involving personal information stored on the computer systems of such party or its subcontractors. Payment Services are subject to the operating rules of the National Automated Clearing House Association (“NACHA”). ADP and Client each agree to comply with the NACHA rules applicable to it with respect to Payment Services.

F. License Rights. The right to use the ADP Products is granted to Client for the sole purpose of utilizing the Services as provided herein. Any license or right to access the ADP Products shall automatically terminate upon ADP ceasing to provide Client with related Services; provided, however, that Client shall be entitled to retain any time collection equipment that has been purchased and paid for in full by Client.

G. Online Access. Certain ADP Products or Services may be accessed by Client and its authorized employees and plan participants through the Internet at a website provided by ADP or on behalf of ADP, including those hosted by ADP on behalf of Client (a "Site"). In addition, Client acknowledges that security of transmissions over the Internet cannot be guaranteed. ADP is not responsible for (i) Client's access to the Internet, (ii) interception or interruptions of communications through the Internet, or (iii) changes or losses of data through the Internet, in each case other than to the extent caused solely by ADP. In order to protect Client's data, ADP may suspend Client's, Client's employees', or plan participants' use of the ADP Products or Services via the Internet immediately, without prior notice, pending an investigation, if any breach of security is suspected.

H. Client Content. "Client Content" shall mean (i) payroll, benefits, human resources and similar information provided by Client or its employees or plan participants, including transactional information, (ii) all Client information stored on ADP cloud storage service, as well as (iii) Client's trademarks, trade names, service marks, logos and designs provided by Client, (the "Authorized Marks"); which ADP includes, either directly as part of its setup services or through Client or any of its employees or plan participants, in any web-based ADP Product, including ADP Workforce Now® (collectively "ADP Internet Services"). Client shall be solely responsible for obtaining all required rights and licenses to use and display the Client Content and for updating and maintaining the completeness and accuracy of all Client Content. Client grants ADP a right to use the Client Content for the sole purpose of performing the Services for Client. Notwithstanding, ADP may use the Client's and its employees' and participants' information for purposes other than the performance of the Services but only in an aggregated, anonymized form, such that neither Client nor its employees or participants may be identified, and Client will have no ownership interest in such aggregated, anonymized data. In the event that ADP makes available branding of any materials, cards and/or websites associated with the ADP Products or Services and Client requests such branding, Client grants ADP, the card issuers and any third-party service providers designated by ADP the right to display Authorized Marks, subject to Client's right to review and approve the copy prior to the use of such Authorized Marks. This authorization shall cover the term of this Agreement and, if Client is receiving ALINE Card services, any period of ongoing use of the cards by employees after termination of this Agreement.

I. ADP Content. ADP Workforce Now is ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance. Client understands that ADP may include informational content, forms and tools, as well as banner advertisements for ADP and/or third-party products and services, on the client self-administration portion of ADP Workforce Now as well as the employee self-service portion of ADP Workforce Now. Client may choose to suppress banner advertisements through such client self-administration portion, that ADP has posted to ADP Workforce Now, which represent offers or promotions from ADP or ADP partners. The availability and use of such content, forms and tools and banner advertisements shall be subject to the online terms (the "Online Terms"). Client's business dealings with any third-party advertiser found on ADP Workforce Now are solely between Client and such advertiser and ADP shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on ADP Workforce Now. ADP shall have no liability to Client for any third-party software that may be accessed by Client via the ADP Internet Services.

J. Self-Service. Client acknowledges that certain of the Services allow Client's employees or participants to input information into the self-service portions of the Services. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service portion of the Services. ADP shall be entitled to rely upon such information in the performance of the Services under the Agreement as if such information was provided to ADP by the Client directly. While the Services' self-service features permit employees or participants to elect to receive pay statements and tax forms electronically, it remains the responsibility of Client to ensure that employees or participants receive pay statements and tax forms as required by law.

K. No Transfer, Modification, etc. Client shall not assign, loan, sublicense, alter, modify, adapt (or cause to be altered, modified or adapted), reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, all or any portion of the ADP Internet Services or any access or use thereof. Client will not write or modify interfaces or reports to any ADP Internet Service except as expressly authorized by ADP. CLIENT WILL NOT RECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF, OR ANY DERIVATIVE WORK FROM ADP WORKFORCE NOW.

L. Password Protection. Client agrees to maintain the privacy of usernames and passwords associated with ADP Internet Services. Client is fully responsible for all activities that occur under Client's password or Internet account. Client agrees to (i) immediately notify ADP of any unauthorized use of Client's password or Internet account or any other breach of security, and (ii) ensure that Client exits from Client's Internet account at the end of each session. ADP shall not be liable for any damages incurred by Client or any third party arising from Client's failure to comply with this section.

M. Links to Third-Party Sites. The Site(s) may contain links to other Internet sites. Links to and from a Site to other third-party sites do not constitute an endorsement by ADP or any of its subsidiaries or affiliates of such third-party sites or the acceptance of responsibility for the content on such sites.

N. Transmission of Data. In the event that Client elects to use an application programming interface ("API") to provide, or requests that ADP provide any Client Content or employee or plan participant information to any third party or to any non-U.S. Client location, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations. Additionally, ADP shall not be responsible for any services or data provided by any such third party.

2. FEES, PAYMENTS, AND TAXES

A. Fees. Client shall pay ADP for the ADP Products and Services at the rates specified in the Sales Order (assuming no changes in requirements, specifications, volumes or quantities) for the first six (6) months after the Effective Date, or if there is a Price Agreement, for the term set forth therein (the "Initial Period"). Client shall pay ADP for the ADP Products and Services added by Client after the Effective Date at ADP's then prevailing prices for such ADP Products and Services. Subject to any Price Agreement, ADP may increase prices for the ADP Products and Services at any time after the Initial Period upon at least thirty (30) days prior written notice to Client if such change is part of a general price change by ADP to its clients for affected items.

B. Billing. Payroll Processing services and any other ADP Products and/or Services bundled into the pricing for the Payroll Processing Services are billed immediately following Client's first payroll processing. If Client is obtaining ezLaborManager® or ADP Workforce Now Essential Time and Attendance, HR, Benefits and/or Talent Management and the pricing for such ADP Products and Services is not bundled with Client's pricing for Payroll Processing services, if any, billing for such ADP Products and Services will begin on the earlier of (i) the date that ADP Products and Services are available for use by Client in a production environment OR (ii) ninety (90) days from the Effective Date. Client will pay all invoices in full within thirty (30) days of the invoice date. Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder that are not under good faith dispute by Client.

C. Taxes. Client shall be responsible for payment of all taxes (excluding those on ADP's net income) relating to the provision of ADP Products and Services, except to the extent a valid tax exemption certificate or other written documentation acceptable to ADP to evidence Client's tax exemption status is provided by Client to ADP prior to the delivery of Services.

D. Important Tax Information (IRS Disclosure). Notwithstanding Client's engagement of ADP to provide ADP Tax Services, Client is responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them. Online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477. State tax authorities generally offer similar means to verify tax payments. Client may contact appropriate state offices directly for details.

3. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS IS PROVIDED "AS IS" AND ADP AND ITS LICENSORS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP. ADP AND ITS LICENSORS FURTHER DISCLAIM ANY WARRANTY THAT THE RESULTS OBTAINED THROUGH THE USE OF THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP WILL MEET CLIENT'S NEEDS.

4. INTELLECTUAL PROPERTY

A. Ownership and Proprietary Rights. All ADP Products licensed to Client hereunder are the licensed and/or owned property of and embody the proprietary trade secret technology of ADP and/or its licensor(s) and are protected by copyright laws, international copyright treaties, as well as other intellectual property laws, that among other things, prohibit the unauthorized use and copying of any ADP Products. Client receives no rights to any ADP Products or any intellectual property of ADP or its licensors, except as expressly stated herein.

B. ADP Indemnity. Subject to the remainder of this Section 4B, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the ADP Products as used in accordance with this Agreement infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party. The foregoing obligations of ADP are subject to the following requirements: Client shall take all reasonable steps to mitigate any potential damages which may result; Client shall promptly notify ADP of any and all such suits and causes of action; ADP controls any negotiations or defense of such suits and causes of action; and Client assists as reasonably required by ADP. The foregoing obligations of ADP do not apply to the extent that the infringing ADP Product or portions or components thereof or modifications thereto were not supplied or directed by ADP, or were combined with other products, processes or materials not supplied or directed by ADP (where the alleged infringements relates to such combination).

5. NONDISCLOSURE

All Confidential Information (defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (b) as appropriate and with prior notice where practicable, to respond to any summons or subpoena or in connection with any litigation, (c) relating to a specific employee, to the extent such employee has consented to its release, and d) in order to provide the Services under this Agreement. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, ADP may retain information for regulatory purposes or in back-up files, provided that ADP's confidentiality obligations hereunder continue to apply. For purposes of this Section, "Confidential Information" shall mean: all information of a confidential or proprietary nature, including pricing and pricing related information and all personally identifiable payroll and employee-level data, provided by the disclosing party to the receiving party for use in connection with ADP Products or Services, or both, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. The obligations of ADP set forth in this Section 5 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future ADP product or service, and, accordingly, neither ADP nor any of its clients or business partners shall have any obligation or liability to Client with respect to any use or disclosure of such information.

6. LIMITATION OF LIABILITY

A. Willful Acts, Errors and Omissions. ADP shall reimburse Client for actual damages incurred by Client as a direct result of the criminal or fraudulent acts or willful misconduct of ADP or any of its employees. ADP shall correct any Client report, data or tax agency filings, as the case may be, produced incorrectly as a result of an ADP error, at no charge to Client. Additionally, if as a result of an error or

omission made by ADP in performing Tax Filing Services (defined in Section 8A) hereunder, an applicable taxing authority imposes a penalty on or assesses interest against Client, ADP will (i) pay all penalties resulting from ADP's error or omission, (ii) pay any interest charges imposed on Client for the failure to pay funds to the extent and for the period that such funds were held by ADP. The preceding sentence will only apply if (x) Client permits ADP to act on Client's behalf in any communications and/or negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP. Notwithstanding the foregoing, Client will be responsible for all taxes, penalties, and interest charges not resulting from ADP's error or omission.

B. Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this Agreement (other than and subject to sections 4B and 6A above), ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of any type or character made by Client or any third party arising from or related to ADP Products or Services, will be limited to the lesser of (i) the amount of actual damages incurred by Client or (ii) the average monthly charges for three (3) months for the affected ADP Products or Services during such calendar year. ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client.

C. No Consequential Damages. NEITHER ADP NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR, LOSS OF INFORMATION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES OR ADP PRODUCTS, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. TERM AND TERMINATION; DEFAULT BY CLIENT; REMEDIES UPON DEFAULT

A. Termination/Suspension. Subject to the terms of any Price Agreement, entered into by ADP and Client, ADP may upon at least ninety (90) days prior written notice or Client may upon at least thirty (30) days prior written notice, terminate this Agreement or any Service(s) provided hereunder without cause. Either party may also suspend performance and/or terminate this Agreement immediately upon written notice at any time if: (i) the other party is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after written notice thereof; (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days after commencement of one of the foregoing events). ADP may also suspend performance and/or terminate this Agreement immediately without prior notice in the event Client, its employee(s) or any other third party (i) includes in any ADP Internet Services any Client Content which is obscene, offensive, inappropriate, threatening, or malicious; which violates any applicable law or regulation or any contract, privacy or other third party right; or which otherwise exposes ADP to civil or criminal liability or (ii) wrongfully uses or accesses the ADP Products or any other systems of ADP used in the performance of its obligations under this Agreement. Additionally, Payment Services (defined in Section 8B) may be immediately suspended or terminated by ADP without prior notice if (i) ADP has not received timely funds from Client as required by Section 8B; (ii) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) and/or credits for Client's behalf for any reason; (iii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account; (iv) ADP reasonably determines that Client no longer meets ADP's credit/financial eligibility requirements for such Services; (v) Client has any material adverse change in its financial condition; or (vi) with respect to the ADP Wage Payments Card Services, the Issuing Bank cancels the Cards issued on behalf of Client. Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. As such, ADP shall not be required to provide such Payment Services if ADP reasonably determines that Client presents an undue credit risk to ADP or in the event of any other termination right. If Payment Services are not terminated despite the occurrence of any of the events described above, ADP may require Client to pay its outstanding and all future third-party payment amounts covered by Payment Services and/or ADP's fees and charges for Payment Services to ADP (x) by bank or certified check, (y) by wire transfer of immediately available funds, and/or (z) in advance of the then current schedule, as a condition to receiving further Payment Services.

B. Post-Termination. If use of any ADP Products or Services is or may be terminated by ADP pursuant to Section 7A, ADP shall be entitled to allocate any funds remitted or otherwise made available by Client to ADP in such priorities as ADP (in its sole discretion) deems appropriate (including reimbursing ADP for payments made by ADP hereunder on Client's behalf to a third party). If any ADP Products or Services are terminated by either party hereto, Client will immediately (i) become solely responsible for all of its third-party payment obligations covered by such ADP Products or Services (including, for Tax Filing Services, all related penalties and interest) then or thereafter due; (ii) reimburse ADP for all payments made by ADP hereunder on Client's behalf to any third party; and (iii) pay any and all fees and charges invoiced by ADP to Client relating to the ADP Products or Services.

8. PAYROLL PROCESSING

The terms of this Section 8 shall apply only to the extent Client is receiving Payroll Processing products and services hereunder.

A. Payroll Processing and Tax Filing. ADP will process payroll for Client's employees and payees, deliver pay checks and related reports to Client, process direct deposits to those employees electing such service, remit payroll taxes on Client's behalf to those federal, state, and most local taxing jurisdictions designated by Client (not including the filing or depositing of excise, sales, use, corporate, or similar taxes), and file related tax returns (such as remitting of payroll taxes and filing of related tax returns, the "Tax Filing Services"). For an additional fee, ADP will also process calendar year-end Forms W-2 for Client's employees and Forms 1099-MISC for payments to individuals that provide services to Client as independent contractors. Client shall be liable for, and shall indemnify ADP against, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Client's employees or payees.

B. Funding. If Client is receiving Payment Services (defined herein), Client shall have sufficient funds in Client's account within the deadline established by ADP to satisfy Client's third-party payment obligations in their entirety. "Payment Services" means any Services that require ADP, as part of such Services, to impound funds from Client's bank account to pay Client's third-party payment obligations (e.g., Tax Filing Services, Wage Garnishment Processing Services, ALINE Card, Full Service Direct Deposit Services and/or ADPCheck™

Services). ADP may commingle Client's impounded funds with other clients', ADP's or ADP-administered funds of a similar type. ALL AMOUNTS EARNED ON SUCH FUNDS WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP.

C. Debits. Client shall be liable for debits properly initiated by ADP hereunder. Client unconditionally promises to pay to ADP the amount of any unfunded payroll file (including any debit returned to ADP because of insufficient or uncollected funds or for any other reason), plus any associated bank fees or penalties, upon demand and interest on the unfunded payroll amount at the rate of 1.5% per month (or the maximum allowed by law, if less). Also, if any debit to an employee's or other payee's account reversing or correcting a previously submitted credit(s) is returned for any reason, Client unconditionally promises to cooperate with ADP and pay the amount of such debit upon demand and interest thereon at the rate set forth in this Section 8C. Client agrees to cooperate with ADP and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by ADP or another party processing a transaction on behalf of ADP.

D. Full Service Direct Deposit (FSDD). Prior to the first credit to the account of any employee or other individual under FSDD services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.

E. ADPCheck™. Client shall not distribute any ADPChecks to payees prior to the check date. If Client distributes any ADPChecks prior to the check date, ADP may impose an early cashing fee against Client. If Client desires to stop payment on any ADPCheck, Client shall provide ADP with a stop payment request in such form required by ADP. ADP shall then place a stop payment order with ADP's bank within twenty-four (24) hours of ADP's receipt of such stop payment request. Client shall not request ADP to stop payment on any ADPCheck that represents funds to which the applicable payee is rightfully entitled. Client agrees to indemnify, defend, and hold harmless ADP and its affiliates and their successors and assigns from and against any liability whatsoever for stopping payment on any ADPCheck requested by Client and from and against all actions, suits, losses, claims, damages, charges, and expenses of every nature and character, including attorney fees, in any claims or suits arising by reason of stopping payment on said check, including claims made by a "holder in due course" of such check.

9. TIME AND ATTENDANCE

The terms of this Section 9 shall apply only to the extent Client is receiving time and attendance products and services (including EZLABORMANAGER®, ENTERPRISE eTIME®, AND ETIME®) hereunder.

A. Time and Attendance Products. ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the "Timeclock Equipment"), time and attendance module or application, and related services (collectively, the "Time Products") described in the Sales Order. For the hosted Enterprise eTIME product only, additional license terms are available at www.adp.com/timlicenseterms.

B. Installation. Client shall provide and install all power, wiring and cabling required for the installation of any Timeclock Equipment. Client shall also pay an installation and setup fee for each unit of Timeclock Equipment if such equipment is installed on Client's premises by ADP.

C. Use of Timeclock Equipment and Right to Inspect. Client shall not make any alterations or attach any device not provided by ADP to the Timeclock Equipment; nor shall Client remove the Timeclock Equipment from the place of original installation without ADP's prior consent. Upon reasonable written notice to Client, ADP shall have the right to enter Client's premises to inspect the Timeclock Equipment during normal business hours. Title to the Timeclock Equipment shall at all times remain in ADP unless Client has chosen the purchase option and has paid ADP in full the purchase price. Except if so purchased and paid for by Client, the Timeclock Equipment is and at all times shall remain, a separate item of personal property notwithstanding its attachment to other Timeclock Equipment or real property.

D. Return of Timeclock Equipment. Upon termination or cancellation of this Agreement, Client shall, at its expense, return the Timeclock Equipment to ADP in accordance with ADP's instructions. The Timeclock Equipment shall be returned in as good condition as received by Client, normal wear and tear excepted. In the event the Timeclock Equipment is not returned within ninety (90) days, Client agrees to purchase it at the prevailing manufacturer's suggested retail price. If timely payment for the Timeclock Equipment is not made by Client, ADP shall have the right to take immediate possession of such equipment. The terms of this Section 9D shall not apply if prior to the time of such termination or cancellation Client already purchased and paid for the Timeclock Equipment in full.

E. Warranty. ADP warrants to Client that the Timeclock Equipment shall be free from defects in material and workmanship at the date such Timeclock Equipment is shipped and for ninety (90) days thereafter. ADP's sole obligation in case of any breach of any warranty contained herein shall be to repair or replace, at ADP's option, any defective items. The foregoing is the extent of ADP's liability with respect to all claims related to Timeclock Equipment, including without limitation, contract and negligence claims and shall constitute Client's sole remedy.

F. Maintenance Fees. Maintenance services for the Timeclock Equipment (set forth below in Section 9G) apply automatically to Timeclock Equipment obtained under the subscription option (and any charges therefore are already included in the monthly time and attendance subscription fees). The costs for maintenance services for Timeclock Equipment under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client's request will be subject to ADP's then current charges for such services.) No Timeclock Equipment maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Timeclock Equipment relating to maintenance services.

G. Maintenance Services. ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, provided that the Timeclock Equipment has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement and any online or shrink-wrap terms or license, or other accompanying documentation including, but not limited to, Client's Sales Order provided by ADP or its designee and has not been subject to abuse or tampering. The foregoing repairs and replacements may be made only by ADP or its designee, and will be made only after ADP or its designee is notified of a problem, receives delivery from Client of the Timeclock Equipment at issue and determines that it results from

defective materials or workmanship. Notwithstanding the foregoing, ADP may deliver a temporary replacement item for Client's use while such determination is being made with respect to the Timeclock Equipment in question. Repairs and replacements required as a result of any of the following shall not be included in the foregoing maintenance services and shall be charged at ADP's then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Timeclock Equipment; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.

H. Upgrades. In order to keep the Time Products current, ADP may from time to time perform maintenance fixes and other upgrades to the Time Products Client is then receiving. ADP will perform these upgrades on Client's behalf for all hosted products. For non-hosted products, Client will be required to install the upgrade provided by ADP in accordance with the written notice provided to Client.

10. HR AND BENEFITS

The terms of this Section 10 shall apply only to the extent Client is receiving HR and/or Benefits products and services hereunder.

A. Initial Setup Services. Client shall promptly deliver to ADP the Client Content required by ADP to perform initial setup services. Such information and materials shall be in an electronic file format acceptable to ADP.

B. Additional Configuration. After completion of initial setup services, any subsequent changes Client requests to the configuration of the Client Content in the HR and/or Benefits module will be charged at ADP's then current benefits maintenance fees.

C. Client Review. Upon completion of any setup services or services referenced in Section 10A above, Client shall review the Client Content included in the HR and/or Benefits module by ADP. ADP shall have no liability to Client for any errors or inaccuracies in Client Content included in such module by ADP.

D. HIPAA Business Associate Amendment. Pursuant to the federal Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Care Act passed as part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), the U.S. Department of Health and Human Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule"), Security Standards for the Protection of Electronic Protected Health Information ("Security Rule") and the Breach Notification for Unsecured Protected Health Information ("Breach Notification Rule"), if services under the Benefits module are subject to HIPAA then such services are subject to additional terms and conditions located at <http://www.adp.com/BAA> which are incorporated herein and may be modified from time to time and as required by law.

E. ADP Carrier Connection[®]. If Client is receiving the Benefits products and services and elects the ADP Carrier Connection service, ADP, or its authorized agent(s), will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP and its authorized agent(s), to provide such transmission on Client's behalf. Additionally, commencement of the Carrier Connection service is subject to Client completing the configuration setup of Client Content and the format of such transmission to the designated carriers. The terms for setup services and subsequent setup services set forth in Sections 10A and 10B above will apply to setup for the Carrier Connection service. ADP's ability to transmit Client's employee benefits enrollment data is subject to the provision by the designated carriers of a current functional interface between the benefits module and the designated carriers' systems. ADP will not be obligated to transmit Client's data to the designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. If Client requires the development of any special interfaces in order to transmit such data to the designated carriers, all work performed by ADP to create such interfaces will be at ADP's then current fees for such services. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in the Carrier Connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.

F. Use of Services. The ADP HR and Benefits products and services are hosted in the United States and are for use in the United States only except that the HR module of ADP WorkforceNow may be accessed and used by Client from the countries specified on the "Approved Country List" which may be viewed at www.productdescription.majoraccounts.adp.com (which may be modified from time to time). Clients may also utilize the HR module for storage of employee data for its employees located outside of the United States, however Client shall determine whether such storage is permitted by any applicable data privacy or other laws pursuant to Section 1.E. preceding.

11. TALENT MANAGEMENT

The terms of this Section 11 shall apply only to the extent Client is receiving Talent, Recruitment, and/or Compensation Management products and services hereunder.

A. Use of Services. The ADP Workforce Now Talent Management solution includes Talent, Recruitment and Compensation Management products and services. Client represents and warrants that it will use ADP WorkforceNow Talent, Recruitment, and/or Compensation Management products and services for its own hiring and/or HR management purposes only. Client acknowledges and agrees that ADP will not be deemed to be involved in any hiring decisions or evaluation of candidates in connection with the recruitment services, or with any compensation decisions in connection with the compensation management services. The ADP Talent Management solution is hosted in the United States and is for use in the United States only except that the Talent module of ADP WorkforceNow may be accessed and used by Client from the countries specified on the "Approved Country List" which may be viewed at www.productdescription.majoraccounts.adp.com (which may be modified from time to time).

B. Customized Content. Client understands and agrees that to the extent it chooses to customize any content or documents made available to job candidates through ADP WorkforceNow Talent and/or Recruitment, including but not limited to job descriptions, online application instructions and questions, Client is responsible for the content of any such customization. Client acknowledges that any content provided by ADP WorkforceNow Talent, Recruitment, and/or Compensation Management may not be suitable for all situations or in all locations. Client should review applicable laws in the jurisdictions in which Client operates and should consult with its own legal counsel prior to utilizing the services.

C. **Sensitive Data.** If Client implements the Talent, Recruitment and/or Compensation Management products and services to collect any sensitive data elements (or special categories of data), Client shall comply with any additional requirements for the processing of these data elements, and it shall be responsible for respecting all individual rights of access, correction or deletion and for responding to any individual or regulatory inquiries.

12. SUI MANAGEMENT

The terms of this Section 12 shall apply only to the extent Client is receiving state unemployment insurance management services hereunder.

A. **SUI Management Services.** ADP will provide the State Unemployment Insurance management services described further at www.productdescription.majoraccounts.adp.com (collectively, the "SUI Management Services") to Client in accordance with the terms of this Agreement. Subject to Section 13, Client's compliance with its obligations in Sections 12B and 12C, and any delays caused by third parties (e.g., postal service, agency system and broker delays) and events beyond ADP's reasonable control, ADP will deliver the SUI Management Services within the time periods established by the relevant unemployment compensation agencies. ,

B. **Provision of Information; Contesting Claims.** Client will on an ongoing basis provide ADP and not prevent ADP from furnishing all information necessary for ADP to perform the UCM Services within the timeframes established or specified by ADP. The foregoing information includes without limitation the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies.

C. **Transfer of Data.** Client may transfer the information described in Section 12B to ADP via: (i) on-line connection between ADP and Client's computer system, or (ii) inbound data transmissions from Client to ADP. Client will provide the data using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.

D. Client acknowledges that ADP is not providing storage or record keeping of Client records as part of the SUI Management Services, and that if the SUI Management Services are terminated, ADP may, in conformity with Section 7B, dispose of all such records. If the SUI Management Services are terminated, any access Client has to ADP websites containing Client's data will expire and Client will be responsible for downloading and gathering all relevant data prior to expiration of any such access that may have been granted.

13. MISCELLANEOUS

A. **Inducement; Entire Agreement; Modification.** Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement shall not be modified except by a writing signed by ADP and Client.

B. **Third-Party Beneficiaries.** With respect to the ADP Products and Services, ADP suppliers, vendors and referral partners may enforce the same disclaimers and limitations against Client as ADP may under Sections 3 and 6 of this Agreement. Other than ADP suppliers, vendors, and referral partners who are intended third-party beneficiaries with respect to Sections 3 and 6 of this Agreement, nothing in this Agreement creates, or will be deemed to create, third-party beneficiaries of or under this Agreement. ADP has no obligation to any third party (including Client's employees and/or any taxing authority) by virtue of this Agreement.

C. **Force Majeure.** Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

D. **Non-Hire.** During the term of this Agreement and for the twelve (12) months thereafter, neither Client nor the ADP regions providing the Services, shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement.

E. **Waiver.** The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

F. **Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

G. **Severability.** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and ADP shall be construed and enforced accordingly.

H. **Relationship of the Parties.** The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

I. **Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.

J. **Limitation of Claims.** No action arising under or in connection with this Agreement, regardless of the form, may be brought by Client more than two (2) years after Client becomes aware of or should reasonably have become aware of the occurrence of events giving rise to the cause of action.

K. **Regulatory Notice.** No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.

L. **Use of Agents.** ADP may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve ADP from responsibility for performance of its duties under the terms of this Agreement.

M. **Conflicts Clause.** In the event of a conflict between the terms of this Agreement and any additional terms, the terms of this Agreement shall control, unless an Addendum to this Agreement is executed simultaneously herewith or subsequently hereto, in which case the terms of such Addendum shall control.



IN THE BUSINESS OF YOUR SUCCESS[®]



Service Excellence

ADP's Approach to Service

Sales and Implementation work diligently with you to discuss, design, and deliver insightful solutions that drive your business success. Your dedicated ADP[®] Service team continues this approach to help you focus on what matters.

People

- ▶ Your dedicated Service team of 12-15 Service associates supports your full suite of products and services (including Payroll; specialized HR such as Benefits, Talent, and Recruitment; and Time & Attendance, as applicable). Your Service team is committed to being easy to do business with by providing timely, effective, and accurate resolutions with a personalized approach.
- ▶ With an average tenure of 11 years, ADP's Service associates' experience and knowledge is the foundation of the insightful expertise that ADP clients have come to expect from our Service teams.
- ▶ Our experienced Service associates must complete a rigorous three month program of foundational product and compliance training, and maintain skills through a minimum of two weeks of annual training.
- ▶ ADP sponsors our Service associates to join industry associations, including the American Payroll Association (APA) and the Society for Human Resource Management (SHRM), in which a number of associates hold officer positions for their local chapters, and to attain key industry certifications, such as Fundamental Payroll Certification (FPC), Certified Payroll Professional (CPP), and Professional in Human Resources (PHR).

Technology

- ▶ In addition to the live support offered Monday through Friday, 8:00 a.m. to 5:30 p.m. in your local time zone, you have 24/7 access to the online Support Center – with hundreds of Self Service tools, thousands of Knowledge Base solutions, and a gateway to all available training materials.
- ▶ Our Disaster Recovery and Service Continuity Plan (DR/SC) helps to ensure total operations during natural disaster or contingency events, allowing processing and delivery of your output within 24 hours. Our 19 print and 36 distribution centers – as well as all offices, data centers, and command centers – are supported through a primary and back-up facility plan, which is continually reviewed for optimal security and efficiency.

Training

- ▶ New client practitioners receive free training, and you can leverage unlimited lifetime training with continuous learning opportunities – from the basics to ADP Professional Certification (Fees may apply.)
- ▶ For the sixth consecutive year, ADP has been ranked as one of *Training Magazine's* Top 125* companies for creating and implementing unique training and development programs.
- ▶ Access hundreds of short demonstrations on a wide variety of tasks and topics just when you need it.

Relationship

- ▶ With our commitment to industry-leading Service Excellence, your dedicated Service team resolves 86% of your inquiries and we resolve 74% of your inquiries within the first contact.
- ▶ During a proactive Welcome to Service call, ADP will confirm your key contact information as you transition from Implementation to Service.
- ▶ You can partner with us on Client Advisory Councils and User Experience Sessions during product development.
- ▶ Join our Client User Groups to network with, learn from, and share experiences with other ADP clients.
- ▶ We welcome your feedback through our Net Promoter System Survey and the Transaction Survey as we continually optimize our products and services to power your organization with insightful solutions that drive your business success.

We look forward to partnering with your company
and helping to drive your success!

*ADP ranked in *Training Magazine's* Top 125 for 2013, 2012, 2011, 2010, 2009 and 2008.



IN THE BUSINESS OF YOUR SUCCESS[®]

The ADP Difference

Approximately 600,000 businesses across 125 countries, from small shops to more than 80% of the Fortune 500[®], entrust their Human Capital Management services to ADP[®]. Why? In short: No competitor matches ADP's combined financial strength, full breadth of solutions, and geographic footprint.

Unmatched Experience, Reach, and Reliability

- ▶ More than 60 years of unrivaled industry experience
- ▶ Processes payroll for 1 in 6 U.S. workers
- ▶ Electronically moved \$1.3 trillion in client tax, direct deposit, and related client funds within the U.S. in fiscal year 2012
- ▶ Processed nearly 48 million Forms W-2 in 2012
- ▶ Largest provider of HR services in North America, Europe, Latin America, and the Pacific Rim
- ▶ One of only four U.S. companies to be AAA-rated by both Standard & Poor's[®] and Moody's[®]

Service Excellence

- ▶ Our commitment to service excellence is central to our culture. It's one of our core values and will always be at the heart of our relationship with clients.
- ▶ We maintain an annual client retention rate of more than 90% and an average client tenure of 10 years.

Data Integrity and Safety

- ▶ You can count on ADP to help ensure the safety and security of your information.
- ▶ ADP has rigorous monitoring systems, policies, and processes that govern the use and handling of client data.
- ▶ We have more than 29 years of data-hosting experience.
- ▶ ADP has more than 1,600 associates trained and dedicated to infrastructure and operations.
- ▶ Our hosting environments and data centers are ISO 9001:2000 (Quality Management) and ISO 27001:2005 (Security Management) certified.
- ▶ We engage in a variety of energy-reduction strategies at our data centers to manage our environmental impact.

Product Leadership & Innovation

- ▶ ADP is the largest global Software-as-a-Service (SaaS) provider of enterprise software with 300,000 SaaS clients and more than 18 million users in 81 countries.
- ▶ Our award-winning products and services are consistently recognized throughout the industry and by analysts. ADP holds high ranks for payroll, BPO, RPO, and talent from respected industry analysts, such as Gartner, IDC, Everest, and NelsonHall.
- ▶ ADP is ranked highest among our core competitors for technology and innovation by *Forbes'* Most Innovative Companies, *Fortune's* Most Admired Companies, *InformationWeek* 500, *InfoWorld* Top 100, and others.
- ▶ We have invested nearly \$1 billion in R&D in the last four years.

The ADP Research Institute

- ▶ This specialized group within ADP provides insights to employers on issues in Human Capital Management (HCM), employment trends, and workforce strategy. Learn more at www.adp.com/research.
- ▶ The ADP Research Institute'sSM team of experts has decades of collective experience in the areas of HCM, benefits, talent management, workforce research, and analytics.
- ▶ ADP believes that data-driven, fact-based intelligence can help you improve the management of your organization and your greatest asset – your people.
- ▶ The ADP National Employment Report[®] is our widely followed report on monthly non-farm employment.

1-800-CALL-ADP adp.com

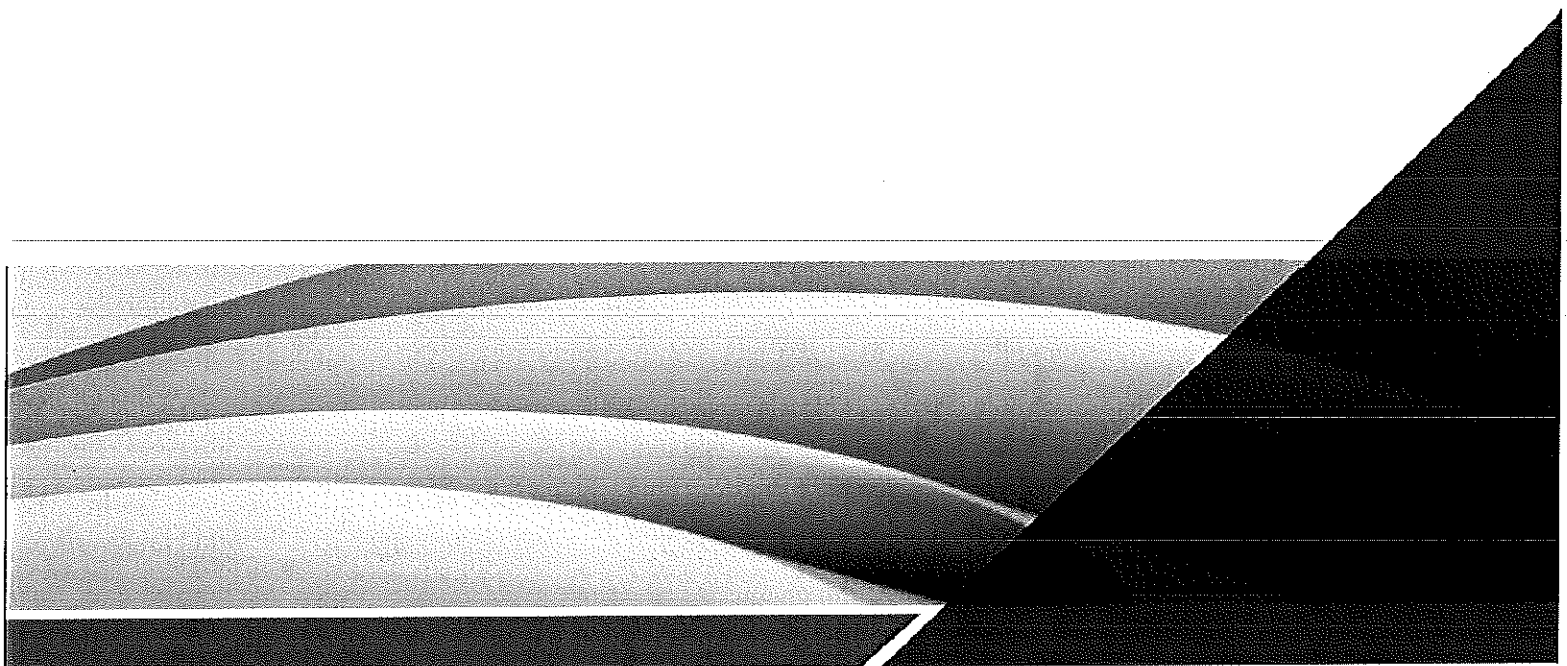


IN THE BUSINESS OF YOUR SUCCESS™

Request for Proposal

Town of Allentown

October 22, 2014



Lorraine Scott
District Manager
Lorraine.Scott@adp.com
678-216-4303

 WorkforceNow



**RESPONSE TO REQUEST
FOR
PROPOSAL FROM ADP, LLC**

October 22, 20147

Diane Demers
16 School Street
Allentown, NH 3275

Dear Diane:

We are pleased to present **Township of Allentown** with a proposal for ADP Workforce Now, ADP's integrated solution designed to meet the needs of your organization and help you focus on what matters – your business, your employees, and your bottom line.

Organizations of your size generally have lean HR departments with multi-disciplined professionals that span across HR, payroll, benefits, time and labor management (TLM), talent management, recruiting, etc. This creates significant challenges for organizations struggling to access scalable technology and professionals as-needed. The need for both bandwidth and HR expertise to meet various compliance and human capital needs has driven demand for SaaS (Software as a Service) technology.

As your organization gets ready to write the next chapter in your business, tackling new markets, expanding staff, or taking a fresh look at existing processes, you need productivity tools that can keep pace with your plans.

ADP Workforce Now is the flexible and comprehensive solution that will give you the power to compete...with companies of any size. Think of ADP Workforce Now as the catalyst for whatever lies ahead. In one place, you will find everything you need to make sure your payroll, HR, and time and attendance are working together in unison. We will take care of the here-and-now details, so you can look ahead to the future.

ADP's Mission

Our Mission is to add value to our clients by making available a broad range of premier, mission-critical, cost-effective transaction processing and information-based business solutions in selected markets on a global basis.

ADP has provided payroll and payroll related services to employers for over 50 years. Today, more than ever, new technologies and processes are shaping the way virtually every industry does business. At ADP, we continue to develop innovative products and services to help our customers save valuable time... make the most of their employees and resources... and boost their bottom line. This solutions-oriented approach has helped us become the world's leading provider of computerized transaction processing, data communications and information services.

Information contained in the response is ADP confidential information, and may only be used by company in the context of evaluating our services and may not be disclosed to any third party (or posted in a public website) without our prior written consent.



Confidentiality

The information provided by ADP in this proposal is and remains confidential and proprietary information of ADP, and may be used by you solely in connection with your consideration of ADP's proposal and, if a contract is subsequently executed by the parties, in connection with the receipt of services from ADP. In no event will you disclose the information provided in the ADP proposal to any third party except as may be required by law. The foregoing restrictions on use and disclosure will not apply to any information (1) known to you without an obligation of confidentiality prior to receiving the ADP proposal; (2) in the public domain at the time of receiving the ADP proposal; or (3) obtained by you from a third party who did not receive the same directly or indirectly from ADP.

Award of Contract Disclaimer

All information contained within this proposal, including the supporting documents are materially factual and accurate. Please note however, since proposals contain general descriptions of our products and services, it is not a legally binding document and ADP will only provide services pursuant to our terms of service, a copy of which is included with this response. If ADP is awarded the contract we will do our best to address your specific needs in our terms of service. Furthermore, the submission of this proposal does not constitute an acceptance of terms and conditions set forth in the Request for Proposal for **Township of Allenstown** and does not constitute a waiver of any and all objections to terms and conditions of the RFP.

We appreciate your consideration of ADP. Upon review of our proposal, we are confident that you will agree that only ADP can provide the tailored approach and customer-focused commitment critical to delivering a new level of value to **Township of Allenstown**.

Sincerely,

Lorraine Scott
678-216-4303
Lorrain.Scott@adp.com

Information contained in the response is ADP confidential information, and may only be used by company in the context of evaluating our services and may not be disclosed to any third party (or posted in a public website) without our prior written consent.



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EXECUTIVE SUMMARY

WHO WE ARE

Whether your company has one employee or hundreds of thousands, rely on ADP to increase your productivity with cost-efficient, easy-to-use solutions that fit your needs. More than 620,000 companies trust ADP to manage their HR/Payroll and benefit administration with unparalleled service and related compliance expertise.

BENEFITS OF ADP

Broadest Offering: ADP offers the widest range of HR, payroll and benefit administration solutions to help you meet the extensive demands of your company – all from a single source.

Flexible Solutions: ADP has easy-to-use, flexible solutions and technology that fit companies of every size.

Cost-Effective Solutions: ADP offers cost-effective solutions to manage your HR, payroll and benefit administration providing you with superior value.

Compliance Support: ADP offers you unrivaled support in assisting you with your compliance needs.

World Class Service: ADP offers you the most qualified and accessible service ensuring your business needs are always met. ADP's proven implementation approach maximizes client satisfaction by helping you get up and running quickly – so you can realize the power of Workforce Now as soon as possible. ADP's commitment to world class service separates us from our competitors. That commitment enables us to provide a world class solution that clearly validates the decision of employers of every size and from every industry to outsource to ADP.

Save on Ownership Headaches with ADP Hosting Services: ADP's Hosting Services remove the day-to-day burden of IT management by assuming total responsibility for application rollout, updates, ongoing maintenance, and support for you. Not only will you benefit from ADP's team of experienced implementation and service professionals who understand the technical aspects of the solution, you won't have to worry about the costs, risks, and concerns associated with system ownership, such as system downtime, disaster recovery plans, and technological obsolescence.

Flexible Training: ADP provides a superior training program that helps clients speed their time to benefit. We offer instructor-led, on-site, and online virtual training classes, empowering you to acquire the knowledge you need whenever and wherever it's convenient for you.

Reduced Cost of Ownership: ADP clients enjoy the benefits of a premier labor management solution with a rapid return on investment and without the burden of a major capital expense. You'll continue to realize savings month after month through increased productivity, enhanced efficiency, improved employee morale, and better employee retention. In addition, employers who combine an ADP labor management solution with an ADP payroll service can save up to 46% on their total cost of ownership.



ADP Trust Center

Trust is not something that occurs in a day. Trust is earned over a period of time and through proof of action. Here at ADP, establishing and maintaining the trust and confidence of our clients is the foundation of our business model, a business model we've excelled at for over 60 years in more than 125 countries for over 620,000 clients.

The privacy and security of our clients' data is of the highest importance to ADP and we consider it key to maintaining our clients' trust. ADP employs industry recognized security safeguards to help protect the personal information you provide us from loss, misuse, or unauthorized access or alteration.

We safeguard our clients' data by using the latest tools, tactics, techniques and procedures, but the job is not ours alone. There are actions you can take to help protect your information. Read on for more details about how ADP protects your information and what you can do to help.

HOW ADP PROTECTS YOUR INFORMATION

With security, risk and privacy concerns so prevalent, our clients know they can trust the ever-evolving tools, technologies and safeguards ADP has in place to help provide confidentiality, integrity, and availability of our client's information.

For further information on our approach to security, please visit <http://www.adp.com/about-us/trust-center>.



Thought leadership is a vital component of the ongoing success of today's organizations. While the term "thought leadership" might sound like the latest marketing buzzword, it's not. Thought leadership is essential to helping organizations understand not only what a company does, but also how and why.

The ADP Research Institute serves as an excellent example of our mission in action – Power organizations with insightful solutions that drive business success. One of our goals is to rise above the "clutter of information" in the Human Capital Management space by analyzing, benchmarking and providing insights based on our unique client data.

The work of the ADP Research Institute is based on practical and deep associate and industry expertise that will help our clients and organizations, in general, make well-informed and strategic decisions about their business and employees. Research will be based on aggregated and anonymous data elements in ADP's systems that relate to employment trends and practices.

I encourage you to visit www.adp.com/research and see what's available.

ADP National Employment Report®

The ADP National Employment Report® is published monthly by the ADP Research Institute® in close collaboration with Moody's Analytics and its experienced team of labor market researchers. The ADP National Employment Report provides a monthly snapshot of U.S. nonfarm private sector employment based on actual transactional payroll data.

ADP processes the payrolls of about half a million private establishments in the U.S. These establishments employ nearly 20% of private-sector workers. Although ADP's client base does not precisely match the distribution of employment as reported by the BLS, Moody's Analytics adjusts the ADP data to match the Current Employment Statistics survey (CES). To subscribe to receive reports monthly via email or RSS visit the following link: <http://www.adpemploymentreport.com/>.



ADP Compliance Resources

ADP maintains a staff of dedicated professionals who carefully monitor federal and state legislative and regulatory measures affecting employment-related human resource, payroll, tax and benefits administration, and help ensure that ADP systems are updated as relevant laws evolve. For the latest on how federal and state tax law changes may impact your business, visit the ADP [Eye on Washington](#) Web page located at www.adp.com/regulatorynews.

ADP is committed to assisting businesses with increased compliance requirements resulting from rapidly evolving legislation. Our goal is to help minimize your administrative burden across the entire spectrum of employment-related payroll, tax, HR and benefits, so that you can focus on running your business. This information is provided as a courtesy to assist in your understanding of the impact of certain regulatory requirements and should not be construed as tax or legal advice. Such information is by nature subject to revision and may not be the most current information available. ADP encourages readers to consult with appropriate legal and/or tax advisors. Please be advised that calls to and from ADP may be monitored or recorded.

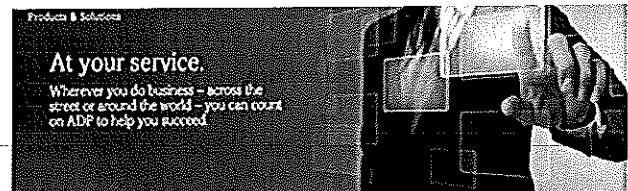
ADP- Pioneer in Cloud-Based Software

Traditionally known for being the unquestioned leader in Payroll Services, ADP has transformed itself into a full Human Capital Management provider over the last decade. Well established in the Cloud before the term became fashionable, ADP now counts over 300,000 clients leveraging their internet solutions for recruiting, talent management, time and attendance, HR and benefits administration, along with payroll. Its HR offerings include Workforce Now for companies with fewer than 1,000 employees, GlobalView for multinational organizations, and Vantage HCM, which it launched last October for companies with more than 1,000 employees. Most of ADP's tens of thousands of HR software customers up to now have been midsize firms, though the number of larger firms is increasing since the launch of Vantage.

ADP Hosting Offers Industry-leading Security

ADP applications and data are protected using the following administrative, physical and technical safeguards:

- Fiber optic SONET ring with connectivity to redundant Tier 1 ISPs
- 3,700 KVA of UPS battery backup power
- 6.4 MW of generator backup power
- 10-day on-site supply of generator fuel
- Redundant HVAC system
- Multi-stage fire suppression systems
- Redundant firewalls at application and database layers
- System redundancy for uninterrupted availability
- Security patch updates
- Two-tier application security
- Intrusion detection and prevention
- Roof lightning protection
- Nightly backups and off-site data storage
- Full disaster recovery
- Off-site facility for disaster contingency



ADP's hosting centers provide consistently available access, including:

- Over 99.93% application and system uptime
- Constant upgrades to hardware, software, and infrastructure to increase performance

In order to accomplish our hosting services security objectives, we have implemented a –Security-In-Layersll strategy that consists of countermeasures which provide protection (a robust infrastructure), detection (identifying attempts to compromise the network and or computers), containment (isolation of the components of the infrastructure), business continuity, and incident recovery.

ADP's data center hosting environments servicing our broad product portfolio sets of human resources, payroll, benefits and automotive dealerships are typically registered to the ISO 9001:2000 and ISO 27001:2005 standards. Toward providing our clients the necessary information to meet the compliance requirements of your periodic financial audits, ADP provides Statement on Standards for Attestation Engagements (SSAE) No. 16 (formerly SAS 70 reports) for us US-based hosted products and International Standards for Assurance Engagements (ISAE) No. 3402 for our international clients."

With security, risk and privacy concerns so prevalent, ADP clients know they can trust in the ever-evolving tools, technologies and safeguards we have in place to help protect their business. We take a multidisciplinary approach to continually enhancing and refining the trusted business outsourcing platform you've relied on for more than half a century, so you can look forward rather than over your shoulder.



ADP'S Answers to Health Care Reform

ADP's Healthcare and Benefits Group is dedicated to providing industry-leading benefits insight on the impact of the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010 (together known as "Health Care Reform" or "ACA") to our employer clients. This ADP Group has developed processes which assist ADP in identifying ACA provisions that could impact our products and services - and to make any necessary modifications to help our clients comply with those provisions. As a result, ADP solutions are being improved to help support you with complying with this evolving legislation.

ADP maintains staff of dedicated professionals who carefully monitor federal and state legislative and regulatory measures affecting human resource, payroll, tax and benefits administration, and help ensure that ADP systems are updated as relevant laws evolve. For the latest on how federal and state tax law changes may impact your business, visit the ADP Eye on Washington Web page located at www.adp.com/regulatorynews.

ACA Solution Package includes the following services and features that can help you meet the requirements under the ACA:

BENEFIT PLAN ADMINISTRATION

- Method for communicating Uniform Summary of Benefits and Coverage
- FSA Limits
- Employee Notice of Exchange
- Waiting Period Identifiers
- Medical Loss Ratio (MLR)

ROBUST ELIGIBILITY CRITERIA

- Highly Compensated Individual Identifier

DEPENDENT & BENEFICIARY TRACKING

- Extension of Child Coverage to age 26

CARRIER CONNECTION

- Electronic Transactions Standards for Enrollment
 - Eligibility Transactions
 - Enrollment Transaction
 - Premium Payments
- ADP COBRA Services
- ADP FSA Service

INVOICE AUDITING & REPORTING

- Patient-Centered Outcomes Research Fee Report
- Employer Shared Responsibility

PAYROLL AND TAXATION AND REPORTING

- Medicare Tax on Wages and Unearned Income
- W-2 Reporting of Healthcare Insurance Costs

TIME AND LABOR MANAGEMENT

- Track Hours of Service Including Projected
- Scheduled Hours
- View and Adjust Work Schedules
- Ability to Set Threshold Notifications for Total Hours of Service

EMPLOYEE ACKNOWLEDGEMENT

- Summary of Benefits
- Employee Notice of Exchange

Dependent Coverage

Employers must expand coverage for qualifying dependent children up to age 26.

HOW ADP CAN HELP

- Configure the ACA Solution platform to apply age rules where applicable
- Provide open enrollment and life event enrollment tools to allow dependent children up to age 26 access to health and welfare plans
- Provide benefit plan setup template to track dependent age requirements



Form W-2 Reporting

Employers with 250+ W-2s in calendar year 2011 must include value of group health coverage provided to employees on Form W-2 beginning in 2012 tax year. Employers must also confirm payroll system is set up to track and include this figure on W-2s when printed in January. One entry will show total costs for both employee and employer.

HOW ADP CAN HELP

- ADP ACA Solution Package gives practitioners the ability to determine which benefit plans should be included in the Group Health Insurance Costs calculation for the W-2
- Group Health Insurance Costs reporting is available for practitioners to generate and review the costs associated with each employee by benefit plan

Employee Notice of Exchange

Employers must provide current employees with notice describing availability of exchange coverage. Notice must be provided upon hire for employees hired after 3/1/2013 (postponed).

HOW ADP CAN HELP

ADP ACA Solution Package supports delivery of Notice of Exchange electronically as well as obtaining acknowledgement from employee; client can also print hard copy

Automatic Enrollment and Non-discrimination Rule

Employers with 200+ full-time employees must automatically enroll new employees in employer's group health plan. Insured employer group health plans may not discriminate in favor of highly compensated employees

HOW ADP CAN HELP

- Automatically enroll new hires into employer group health plans
- Report exceptions on enrolled employee population

Annual Dollar Limits and Waiting Periods/Pre-Existing Condition Exclusions

For plan years beginning on or after 1/1/2014, employer group health plans may not impose annual dollar limits on essential health benefits, waiting periods of longer than 90 days, or pre-existing condition exclusions.

HOW ADP CAN HELP

Provide new hire reports (up to 90 days) to validate employment status (part/full-time, on leave of absence) and change triggers to ensure appropriate benefits enrollment

Employer Shared Responsibility

Employers with 50+ FTEs and/or equivalents must offer affordable, minimum essential coverage or be subject to tax penalties.

Options include:

- Offering traditional group health plan coverage for all employees, with minimum essential coverage (60%+ of actuarial value), while employee costs are capped (9½ % of household income)
- Offering no medical coverage
- Offering medical coverage for some but not all employees

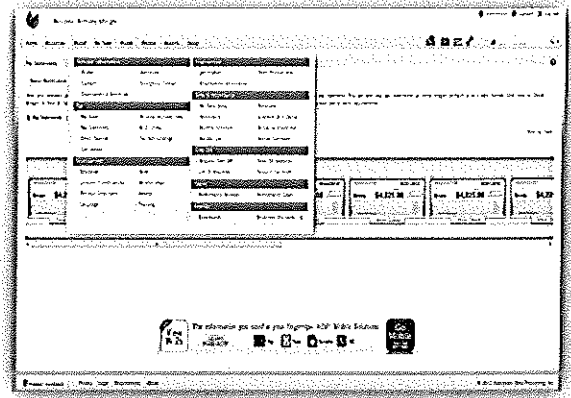
HOW ADP CAN HELP

- Provide tools for the practitioner to conduct analysis of employees purchasing benefits from employer to see if costs exceed 9½ % of W-2 wages
- Assist with identifying plans that are minimum essential coverage (60%+ of actuarial value)
- Track employees who have waived benefit coverage and reason
- Provide tools to assist with annual reconciliation of the penalty bill against benefits and W-2 data, enabling client to request W-2 corrections or initiate penalty appeals process.

Employee Self-Service

Research by Gallup has shown a direct correlation between increased employee engagement and key business metrics. For example, companies with engaged employees have two and a half times the earnings per share growth rate than their peers. *ADP Workforce Now* onboards employees with ease and empowers them to:

- Enroll and/or make coverage changes to benefit plans
- View pay statements and W-2 information
- Change W-4 tax information
- Set up direct deposit
- Manage their 401(k) account
- View the company directory
- Use online tools such as retirement planners or payroll calculators
- View approvals and notifications

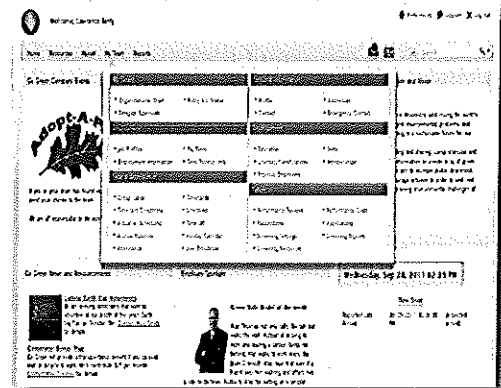


These automated self-service tools do more than increase employee engagement and satisfaction. They also free up HR staff to focus on strategic initiatives rather than administrative tasks. When employees need help with self-service functions, detailed online support and task assistance are always available.

Manager Self-Service

Similar to employee self-service tools, *ADP Workforce Now* automates routine processes for managers so they can spend more time helping you build your business. For example, *ADP Workforce Now Manager*

- Updating career profiles with information (i.e., license and certification updates, skills, and education) for direct reports and indirect reports.
- Completing performance reviews
- Managing performance goals.
- Initiating and managing work events (i.e., new hires, status changes, etc.).
- Completing compensation changes.
- Approving timesheets.
- Approving time off requests.
- Running reports that reflect HR information for direct and indirect reports.



Workforce Now Enhanced Payroll

ADP is redefining workforce management with the needs of mid-sized companies in mind, bringing together mission-critical functions in a single web-based system that eliminates redundant tasks, reduces the potential for errors, and lessens the learning curve for users. This solution provides web-based support for the full spectrum of Workforce Management, from HR & benefits administration to payroll, tax, and time & attendance.

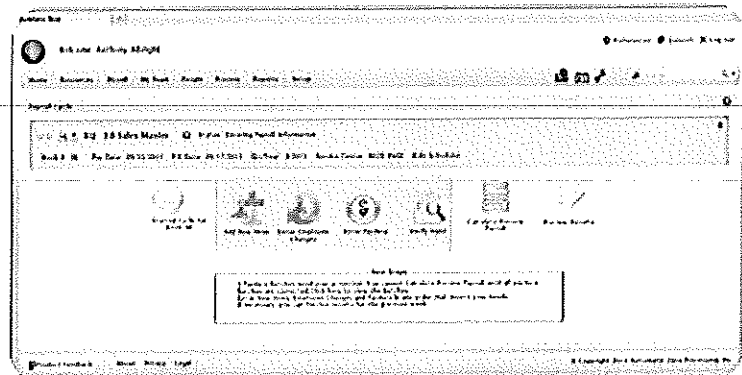
Organizations using multiple in-house platforms experience a TCO that is 18% higher than organizations using a common in-house solution and 32% higher than organizations outsourcing these three functions to a single vendor. – PriceWaterhouseCoopers LLP, 2011

Eliminate the non-strategic, non-revenue producing task of payroll processing and enable your staff to focus on growing your top line. With 60 years in the payroll processing business, ADP not only automates routine tasks, but provides you with resources to keep you up to speed on tax rate and filing changes and answers to your payroll questions.

ADP Workforce Now™ Enhanced Payroll allows you to manage the entire payroll process, from customizing pay grids and reports to accessing key payroll functions, with a flexible system that is easy to learn and is accessible from anywhere.

Included Features

- Payroll Processing
- Real-Time Payroll Preview Reports
- New Hire & Termination Wizards
- New Hire Reporting
- Effective-Dating
- Paid Time Off Accruals
- Checkview
- Labor Distribution
- Wage Garnishment Processing Service
- TotalPay Banking Services
- Check Signing and Stuffing
- Tax Service
- Unemployment Claim Assistance
- Reports Library and Custom Reporting Tool
- InfoLink General Ledger Interface
- Online Payroll Reports and Electronic Pay Statements
- External Pay Data Interface / Data Exchange
- ADP Portal with Content Management
- Employee & Manager Self Service
- ADP Mobile Solutions



Tax Service & Year-End Processing

ADP prepares, files, and deposits federal, state, and local taxes, while also issuing the required monthly reporting to relevant tax authorities. ADP also responds to associated inquiries from any tax agency. ADP will also handle your company's year-end requirements, including direct reporting to the proper taxing authorities and statements of deposits and filings made on your behalf.



Banking Service

Employees' paychecks are delivered to your workplace ready for distribution — signed and inserted into individual envelopes — according to your specified schedule. Alternatively, you can choose time-saving direct deposit, an electronic payment option that deposits employees' pay directly into their bank accounts.

- Employee payroll information sent to the employee bank
- One-stop service for reversals, deletions and inquiries
- Online pay statements for total electronic solution

The Aline Card is also available as another payment feature for employees who may not be able or willing to setup direct deposit into a traditional bank account.

Product features:

- Compliant in 50 states
- Doesn't require employee to have a bank account
- Funds accessed by ATM, money transfer, point of sale transactions or via Aline Check
- Access to over 60,000 surcharge free ATMs nationwide
- Fully Reg E compliant
- Funds are FDIC insured
- 100% pay to the penny



Wage Garnishment Processing Service

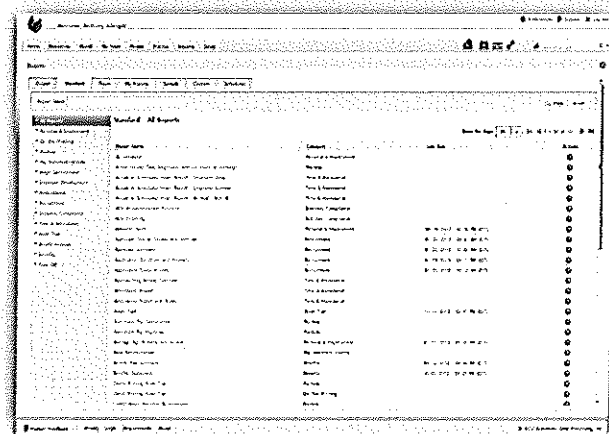
Let ADP address the complex calculations of court-ordered garnishments, levies and child support payments and make the necessary payments to appropriate agencies.

Reports Library

ADP Workforce Now includes an extensive library of standard reports that are preconfigured and easy to run — simply enter your selection criteria, and you'll be able to:

- Preview reports right on your screen
- Print reports
- Export to a file or a software application
- Email your reports

Standard reporting in ADP Workforce Now makes it easy to access the data you need, and to share it with others across your organization.



Custom Report Writer

ADP Workforce Now also features a robust report writer that enables you to create user-defined reports and gain valuable insights across multiple workforce management functions.

This online reporting tool makes it easy to create a wide range of reports using current and cumulative data from your payroll, HR, or time & attendance modules. Use it when you want answers that go beyond the extensive reporting capabilities standard to ADP Workforce Now.

Creating a custom report is fast easy and flexible — simply log on to access a report setup wizard that guides you step by step. Select from a wide array of data fields, sorting criteria, totaling and formatting options, plus the ability to create robust calculations. Then, choose to view your finished report online, save it, print it and/or distribute it via email just like our standard reports.



Workforce Now Essential Time

WFN Essential Time is an automated employee time and labor management solution that can help you tighten control over your labor costs by proactively reducing overtime through real-time labor tracking and scheduling forecasts, in addition to improved wage and hour compliance and payroll accuracy. Enable supervisors to complete routine tasks and simplify employee scheduling in a fraction of the time so your managers can spend more time analyzing labor data and addressing issues that impact productivity and profits.

Integrating time & attendance with payroll—this leads to a cost efficiency of 14% over a manual approach or an approach that is not integrated. — PricewaterhouseCoopers LLP, 2011.

Focus on Your Business – Leave the Time & Labor Management to ADP

With continued pressure to reduce costs, employers need to take a more proactive approach to managing employee time and maximizing productivity. Automating time and labor management can be one of the fastest ways for you to improve your bottom line.

ADP's WFN Essential Time Module is an ideal time and labor management solution. It provides a complete set of tools to schedule, track, and measure workforce performance. Through seamless integration of time and attendance, scheduling, and absence management, you'll have access to accurate, up-to-the-minute information, eliminating the need for duplicate data entry and enabling you to make informed workforce management decisions.

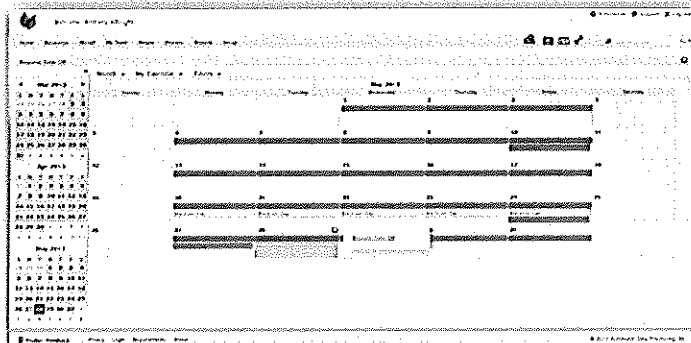
Compatible and Flexible Solution – No Installation or Maintenance of Hardware or Software

With WFN Essential Time, your time and labor management solution is hosted at our secure data center – eliminating the need for you to install or maintain any software or hardware. You enjoy complete peace of mind knowing that ADP takes care of everything – data backups, software updates, and network security measures that include 24/7 monitoring of unauthorized access attempts, plus industry leading 128-bit encryption Secure Socket Layer (SSL) and firewall protection.

Collection and Calculation

WFN Essential Time automates the error-prone process of collecting and tracking employee time manually. Its parameter-driven, rules-based engine accommodates complex pay policies, such as multiple pay codes, rounding rules, overtime calculations, and multiple wage rates. Accurate time calculation with WFN Essential Time begins with flexible, intelligent data collection via PC, biometric, telephone, wireless, and ID badge card devices. You enjoy accurate data collection wherever your workforce is located.

Your employees will welcome access to data, such as hours worked, accrual balances, schedules, and ability to request time off. Your managers will have all the real-time data they need to make better decisions and keep a tight control over labor costs. Also reduced is the time employees spend on payroll-related matters, and administrative time that managers spend grappling with time and labor management questions and issues.





Automate the Scheduling Process

Workforce Now Essential Time helps companies to streamline their scheduling process and schedule adequate staffing coverage. By automating the scheduling process you:

- Prevent unauthorized work
- Highlight attendance issues before they impact morale and profitability
- Manage groups that work rotating or variable shifts more easily
- Identify potential over and understaffing issues

Make Better Decisions with Better Information

WFN Essential Time does more than supply you with accurate, real-time data. It makes data available in a variety of ways, providing you with actionable insights to make better decisions concerning your most important – and most expensive – resource...your people.

ADP's automated time and labor management solution:

- Uses one centralized collection, calculation, and tracking tool, so the information you need to access is always up-to-date
- Provides you with daily visibility to costs and budget impacts
- Enables you to share information with your managers, empowering them to help you lower your organization's labor costs
- Provides information to help you comply with government labor reporting requirements

Improve Productivity with Self Service

Self service enables you to provide better service to your employees, while freeing your managers and administrators to focus on core business matters. Employees and supervisors can get the answers themselves. Authorized users will be able to view hours worked, schedules and paid time off balances online 24 hours a day prior to initiating time off requests. Supervisors and managers can readily access their own information, as well as that of employees who report to them so critical requests such as time off can be acted upon in a timely manner. In addition, with online help at your fingertips, you and your employees can get answers to questions in minutes and quickly take advantage of new features as they become available.

Employees:

- Can access hours, schedules, and accrual balances without manager or HR interface
- Use tools such as built-in templates to request time off or shift coverage

Managers:

- Gain easy access to scheduling, accrual balances, and total hours worked to make better and faster decisions in response to employee requests
- Can spend more time focusing on core responsibilities

Self service can also significantly enhance communication and productivity within your organization by reducing the cost of HR transactions, improving employee satisfaction, and contributing to reduced employee turnover.

DATE	IN	OUT	IN	OUT	TOTAL
Mon 05-07	7:00am	11:00am	11:30am	3:30pm	8:00
Tue 05-08	6:53am	11:00am	11:27am	4:30pm	9:00
Wed 05-09	7:06am	11:00am	11:30am	3:30pm	8:00
Thu 05-10	7:00am	11:00am	11:29am	3:30pm	8:00

Component	Rate	Hours	Amount
Gross Pay		32.00	2,560.00
Social Security Tax	6.2%	32.00	199.04
Medicare Tax	1.45%	32.00	46.40
Federal Income Tax		32.00	1,315.56
State Income Tax		32.00	160.00
Net Pay		32.00	889.00

WFN Essential Time is the Labor Management Solution for Your Company

When you select WFN Essential Time from ADP, you benefit from the stability and resources of a recognized industry leader. From implementing your system to delivering ongoing support, ADP is constantly there for you. You'll benefit from a totally integrated system with these added advantages:

- Start using WFN Essential Time without a major capital investment.
- Because there is no long term contract, ADP has a powerful incentive to continually provide upgrades and Service Excellence.
- Unlike other time & attendance vendors, ADP doesn't require you to purchase equipment. Simply add hardware as your needs change.
- Data can be electronically transferred to and from your payroll service without having to re-key it — whether you have an ADP payroll product or not.
- With ADP payroll, employees can view their in-and-out punches directly on their ADP pay stubs.
- Upgrades and changes are always compatible with ADP payroll services.

By automating your time and attendance, WFN Essential Time gives your company a tremendous efficiency boost. You can save money through improved accuracy and reduced labor expenses, while accelerating your payroll process in the bargain.

WFN Essential Time summarizes year-to-date attendance information such as total hours worked, vacation and sick time, plus exception information. This makes it a tremendous help for performance evaluations! WFN Essential Time also compiles easy-to-retrieve records of employees' actual in-and-out punches. This helps you comply with government regulations, including the provisions of the FLSA, while eliminating the need to store most paper files.

Reporting – Manage Labor more effectively

WFN Essential Time provides valuable management reports so you can easily analyze labor costs and make better decisions. Standard reports can be scheduled in advance and include:

Timecard Reports: Review in and out times, as well as daily totals for each employee (supervisors and payroll administrators)

Payroll Reports: Verify payroll totals by reviewing each employee's hours for the pay period.

Attendance Reports: Analyze absences and late punches for evaluations and performance reviews.

Schedule Reports: Helps ensure that you have appropriate coverage for each shift.



RFP Responses

V. PERFORMANCE REQUIREMENTS

Perform all normal and routine tasks, including but not limited to the following:

Provide software/web service for the Town of Allenstown's employees to enter timesheets.

Yes, ADP can accommodate

Provide software/web service that allows employees to request time off.

Yes, ADP can accommodate

Provide software/web service that imports timesheet data to process payroll.

Yes, ADP can accommodate

Provide multiple payroll policies (categories) to process payroll.

Yes, ADP can accommodate

Provide direct deposit services for each employee.

Yes, ADP can accommodate

Provide software/web access that allows employees to access check stubs and W-2's for tax purposes.

Yes, ADP can accommodate

Track vacation, personal and sick time for each employees based on the Town of Allenstown's Personnel Policy.

Yes, ADP can accommodate

Provide third party electronic payments such as State of NH child support.

Yes, ADP can accommodate

File and pay federal income, social security and Medicare taxes for the Town of Allenstown.

Yes, ADP can accommodate

File New Hire Reports to the State of NH Department of Labor.

Yes, ADP can accommodate

Provide Quarterly Reports to the Town of Allenstown.

Yes, ADP can accommodate

Create an export file that can be imported into our accounting software (BMSI) each pay period.

Yes, ADP can accommodate

Provide support staff to assist Town of Allenstown employees as needed.

Please reference Exhibit: *Service Excellence*

VI. ADDITIONAL REQUIREMENTS

1). The Contractor shall be compensated as an independent contractor and shall be responsible for providing FICA, Workmen's Compensation, Unemployment Compensation & Liability to all employees assigned to the Town of Allenstown.

Confidential and Proprietary, will respond with signed agreement

2). The Contractor shall not compensate, in any way, a town officer, employee, or any member of the family of such officer or employee in the performance of any work under this contract.

Confidential and Proprietary, will respond with signed agreement



VII. INSURANCE SPECIFICATIONS

Certificates of insurance, identifying the Municipality as co-insured, will be submitted to the Municipality no more than thirty (30) days after the signing of the contract. The Municipality will be notified within 15 days in the event of loss or change in coverage or conditions or amounts of coverage. A financially secure insurer, duly licensed to do business in the State of New Hampshire, shall issue each policy of insurance.

1). Worker's Compensation – Statutory requirements and benefits if utilizing any additional employees.

Confidential and Proprietary, will respond with signed agreement

2). Commercial General Liability - \$1,000,000 combined single limit. The Town of Allenstown is to be named as an additional insured with respect to the services being procured. This coverage is to include Independent Contractor's Liability, Personal Injury Liability, Blanket Contractual Insurance, Broad Form Property Damage, and Premises, Operations and Completed Operations.

Confidential and Proprietary, will respond with signed agreement

3). Errors and Omissions Insurance with no less than \$1,000,000 combined single limit.

Confidential and Proprietary, will respond with signed agreement

Format of Proposal: Proposers are instructed to be concise and proposals should include, in order, the following:

1. Letter of Transmittal;

Included in response to RFP

2. Executive Summary to include understanding of the project and scope of work;

Included in response to RFP

3. Brief organization profile, including background and experience of the firm;

Please reference Exhibit: *Corporate Overview*

4. Previous project summaries, including reference contact information for a minimum of three (3) projects, which are similar in scope to the project described herein that demonstrate pertinent corporate and key personnel experience; listing of the pertinent projects may be included (the Town reserves the right to contact any references provided by the proposer or otherwise obtained);

References Available upon signed agreement

5. Approach to work – a detailed outline of the proposed services for executing the requirements of the Proposed Scope of Services and availability to the Town as needed;

Please Reference Exhibit: *Implementation Excellence*

6. Proposed schedule to meet the needs outlined in the RFP;

Confidential and Proprietary, will respond with signed agreement

7. Contract cost to municipality given the scope of work described in the RFP.

Please reference Exhibit: *Financial Proposal*



TABLE OF EXHIBITS

MAS Agreement

Implementation Excellence

Service Excellence

Corporate Overview

Financial Proposal



Pricing Breakdown

What Better Could Look Like With ADP:

Pricing Solutions based on 60 Pays / Per Employee Rate is biweekly:

WFN Enhanced Payroll with Time	<u>Per Employee</u>	<u>Per Pay Period</u>
Base per processing \$95.00	\$3.70	\$317.00

- | | |
|--|---|
| <ul style="list-style-type: none"> • Payroll Processing • Total Tax Filing Service • New Hire Reporting • Portal with Content Management • Check Signing • Checkview • Online Pay Statements & W2's • Online Reports • Labor Distribution • 24 Hour Service • 2 Packaged Management Reports • Mobile Solutions | <ul style="list-style-type: none"> • Full Service Direct Deposit • TotalPay Service (with AlineCard) • Wage Garnishment Processing • Benefit Accruals – Request Time Off Functionality • Check Stuffing • Workforce Now Custom Reporting • General Ledger Interface • Payroll Preview • One Free Delivery Location • Benefit Accruals Management Report • Quarterly Reports • Employee/Manager Self Service |
| <ul style="list-style-type: none"> • Group Term Life Auto Calculations | <ul style="list-style-type: none"> • ACA Reporting |

WFN Essential Time

- | | |
|--|--|
| <ul style="list-style-type: none"> • Time and Attendance Software • Scheduling • Rules Based Calculations • Requests & Approval Workflow | <ul style="list-style-type: none"> • Web Time Entry • Mobile Access • Workforce Now and ACA Reporting |
|--|--|

TOTAL ANNUAL COST: \$8242.00
IMPLEMENTATION: \$1600.00

Additional Considerations:

Year End W2 @ \$6.55 each

Aline Card Activation Fee per Card – One-time \$2.00/card

Additional Tax Jurisdictions (1 State included) @ \$8.95

Ongoing Additional Support, Service, and Training NO CHARGE





IN THE BUSINESS OF YOUR SUCCESS®

Corporate Overview

Complex and costly HR administration?
Employee compliance requirements?
Health and benefits challenges?
Difficulty managing talent?

WE HELP ORGANIZATIONS ADDRESS ALL THAT AND MORE.

ADP, one of the world's largest providers of business outsourcing and human capital management solutions, serves more than 620,000 businesses of all types and sizes in more than 125 countries. We help employers increase productivity, improve employee engagement, and meet

regulatory and legislative requirements using our solutions for human resources, payroll, talent management, tax, and benefits administration. ADP is also a leading provider of integrated computing solutions to dealerships for automobiles, motorcycles, boats, recreational vehicles, and heavy equipment throughout the world.

Partnering with ADP means you get solutions with the latest technology – so you can focus your limited time and resources on your business, not back-office administration.

Wherever you do business – across the street or around the world – you can count on ADP to help you succeed.

ADP'S BUSINESS SEGMENTS

ADP serves the marketplace through two strategic groups – Employer Services and Dealer Services.

Employer Services (ES)

ADP Employer Services helps organizations in every facet of the employment cycle – from recruitment to retirement – so you can focus on what you do best. ADP ES serves nearly 600,000 organizations and provides industry-leading solutions to employers of all sizes.

Employer Services serves the marketplace through the following dedicated business units:

- National Account Services: For employers with more than 1,000 employees
- Major Account Services: For employers with 50 to 1,000 employees
- Small Business Services: For employers with fewer than 50 employees
- Added Value Services: Provides administrative services in tax, retirement, insurance and pre-employment for organizations of all sizes
- Retirement Services: One of the largest retirement plan providers in the country, it provides professional administrative services to defined contribution plans for companies of all sizes
- ADP TotalSource®: A Professional Employer Organization (PEO) for small and mid-size organizations
- Employer Services International: Best-of-breed solutions for international employers of all sizes

Dealer Services (DS)

ADP Dealer Services provides fully integrated technology services and solutions to over 26,000 automotive dealerships of every size throughout the world, as well as vehicle manufacturers.

ADP AT A GLANCE

- President & CEO: Carlos A. Rodriguez
- Year Established: 1949
- Listed on: NASDAQ® (symbol – ADP)
- FORTUNE 500®: Ranked 255 (2013)
- Forbes® Global 2000: Ranked 401 (2013)
- Revenues: More than \$11 billion in fiscal 2013
- Headquarters: Roseland, New Jersey
- Number of Employees: 60,000 worldwide
- Web site: www.ADP.com
- Twitter: @ADP
- Facebook: www.facebook.com/AutomaticDataProcessing
- Phone: 1-800-CALL-ADP

Did You Know that ADP..

- ...pays 24 million (1 in 6) workers in U.S., and 10 million elsewhere
- ...electronically moved \$1.4 trillion in client tax, direct deposit, and related client funds in fiscal 2013 within the U.S.
- ...processed 51 million W-2s in 2013.

Other Interesting Facts

- Largest provider of HR services in North America, Europe, Latin America, and the Pacific Rim
- Exceptionally strong AA credit ratings from Moody's® and Standard & Poor's®
- Employer Services group has an annual client revenue retention rate of more than 90 percent and an average client tenure of about 10 years.

BUSINESS SOLUTIONS FOR EMPLOYERS

RUN Powered by ADP® – This online payroll service is specifically designed to meet the needs of small businesses – so all you need to run payroll for your business is Web access or a mobile device – no software required. You simply enter your payroll information and we process it for you.

ADP Workforce Now® – For mid-size organizations, an integrated, cloud-based, human capital management solution supported by a team of experts across the payroll, tax, compliance, HR and benefits spectrum.

ADP Vantage HCMSM – For larger businesses, ADP Vantage HCM can give you better measurement and analysis of the way you hire, manage, and reward people across the entire spectrum of an employee's career. ADP Vantage HCM maintains all employee records in a single data warehouse.

ADP Comprehensive Outsourcing Services – A "soup to nuts" solution when you have more than 1,000 employees. We can provide a dedicated team and best-in-class technology to provide you with HR, payroll, and time and labor administration; benefits; pre-employment services such as recruiting and screening; and talent management, including compensation and performance management.

GlobalView® – For large companies with employees in multiple countries, ADP's GlobalView offers a complete, integrated suite of outsourced human capital management services, provided by a single vendor, including payroll solutions, HR services, talent management, time and labor management, and employee benefits.

ADP® Mobile Solutions – From payroll and timesheets to retirement balances, news and events and company contacts, ADP Mobile Solutions empowers your employees to securely connect with your organization right from their smartphones.

Our more individualized services include:

Benefits Solutions

- Health & Welfare
- COBRA
- Carrier Enrollment
- FSA/HSA/HRA
- Commuter Benefits
- Employee Communications
- Leave Administration
- Analytics and Reporting

Retirement Services

- Defined Contribution
- Executive Deferred Compensation
- Premium-Only Cafeteria Plans
- Recordkeeping
- Reporting

Added-Value Services

- Tax Credit & Incentive Services
- New Hire Reporting Service
- Procure-to-Pay Service
- Wage Garnishment Service
- Insurance

Medical Practice Services

- Billing & Revenue Cycle Management for Medical Practitioners

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BUSINESS SOLUTIONS FOR VEHICLE DEALERS

ADP Drive Dealer Management System is the centerpiece of our portfolio and provides easy access to dealership staff to help lower expenses, drive revenue and increase profits in every area of their business, such as Service and Parts.

Digital Marketing Service – Provides an integrated digital marketing experience to manufacturers and dealerships, from search marketing and digital advertising to websites, social media / reputation management, and analytics.

Phone Systems – Use IP Technology to integrate your back office with your front office and deliver a superior customer experience that improves your bottom line.

Deal Management – Software tools and technology to manage the consumer transaction once they walk into the dealership, from CRM tools to Digital Contracting to Electronic Vehicle Registration.

SERVICE

- Leader Category – Gartner® Magic Quadrant for Payroll BPO Services (2012-13)
- Leader Category – IDC MarketScape: Worldwide HR BPO Vendor Analysis (2011-12)
- Leader in the Human Resources Outsourcing Annual Report by Everest GroupSM (2010-13)
- Two "Driving Sales" Dealer Satisfaction awards at National Automobile Dealers Association Convention & Expo (2012)
- Black Book EMR 2012 rankings – ADP® AdvancedMD® recognized for Clinical Notes and Documentation

TECHNOLOGY/PRODUCT LEADERSHIP

- Forbes® magazine – 100 Most Innovative Companies – No. 65 (2013)
- Information Week® Elite 100 – No. 45 (2014)
- Major Player – IDC MarketScape: Worldwide Integrated Talent Management Vendor Analysis (2012)
- Workforce Management® magazine:
 - Payroll Provider HOT List (2010-12)
 - HR Management System Providers HOT List (2010-12)
 - Background and Screening Providers HOT List (2011-12)
 - E-Recruiting Software Providers (2012)
 - Recruitment Process Outsourcing Providers (2013)
- Automotive Website Award - Peak Performer (2014)

DEVELOPMENT & DIVERSITY

- Top-ranked company in Financial Data Services in FORTUNE® magazine's The World's Most Admired Companies® (2014)
- Chief Executive® magazine included ADP in its 40 Best Companies for Leaders list (2012-14)
- ADP Named Best Places to Work for Lesbian, Gay, Bisexual and Transgender Equality by the Human Rights Campaign Foundation (2010-13)
- Training magazine ranked ADP as a top company in its "Training Top 125" list (2011-14)
- DiversityInc® magazine's "Top 50 Companies for Diversity" No. 27 (2012-14)
 - No. 5 "Top 10 Companies for Latinos"
 - No. 9 "Top 10 Companies for Executive Women"
 - No. 6 "Top 10 Companies for Veterans"
- IDG® Computerworld® magazine list of Best Places to Work in Information Technology (2010-12)
- Working Mother® magazine's 100 Best Companies for Working Mothers (2010, 2012)