

**TOWNSHIP OF CLARK
COUNTY OF UNION, NEW JERSEY**

**REQUEST FOR PROPOSALS
MARKETING AND DISPOSAL OF RECYCLABLE
MATERIALS
N.J.S.A. 19:44A-20.5 et seq.**

Introduction

The Township of Clark is seeking proposals for the marketing and disposal of recyclable materials that are collected as part of our recycling program. These materials are Mixed Paper, Corrugated OCC and Commingle (glass containers, plastics, tin and aluminum cans).

The Township will contract separately for collection these materials as part of our single-stream curbside recycling program at residential homes, small businesses, township properties, schools, and apartments.

Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of the Request for Proposals (RFP). Together with the other RFP sections, they will apply to the RFP process, the subsequent contract and project production. Any proposed change, modification or exception to these conditions and requirements may be the basis for the Township of Clark, hereinafter sometimes referred to as Owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the Owner, will become part of any contract awarded as a result of this RFP.

Schedule

The dates established for the procurement are:

Release of RFP	March 20, 2025
Proposal Due Date	May 20, 2025
Governing Body Action	June 2, 2025

Proposal Submission Information

Submission Date and Time
Tuesday, May 20, 2025, 11:00 am
One (1) original and one (1) copy

Submission at:
Township Clerk's Office, Room 28
Clark Municipal Building
430 Westfield Avenue
Clark, NJ 07066

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Township Clerk. The original proposal shall be marked to distinguish it from the copy.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After submission date and time specified above, responses must remain firm for a period of sixty (60) days.

Using Department Information

The Using Departments for these services are the Township Council, the Business Administrator, and all other departments and agencies of the Township of Clark.

Township Representative for this RFP

Please direct all questions in writing to:

James F. Ulrich, Business Administrator
Phone 732-388-3600
Fax 732-388-3839
E-mail: ba@ourclark.com

Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the Owner's representative in response to such comments and questions will be issued by Addenda posted on the Township of Clark's website, www.ourclark.com. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

Cost Liability and Additional Costs

The Owner assumes no responsibility or liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Owner shall be limited to the terms and conditions of the Contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Owner, are not to be billed and will not be paid.

Statutory and Other Requirements

Compliance with Laws

The Respondent must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services hereunder. The Respondent shall sign and acknowledge such forms and certificates as may be required by this section.

Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 as identified in the documents attached hereto.

Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The Respondent is obligated to comply with the Act and hold the Owner harmless.

Stockholder Disclosure

No limited liability company, corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said limited liability company, corporation or partnership, there is submitted a statement setting forth the names and addresses of all members, stockholders or partners in the limited liability company, corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

The Certification of Non-Involvement in Prohibited Activities in Russia or Belarus, which is part of this RFP, shall be properly executed and submitted with the RFP response

NJ Business Registration Certificate

A **Valid Business Registration** issued by the State of New Jersey is to be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Respondent prior to the receipt of Proposals; however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

Insurance and Indemnification

If it becomes necessary for the successful Respondent, either as principal or by agent or employee, to enter upon the premises or property of the Owner, the successful Respondent hereby covenants and agrees to take use of, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The successful Respondent further covenants and agrees to indemnify, defend and hold and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages or hurt that may happen or occur upon or about such work and all fines, penalties incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The successful Respondent shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval by the Township's Business Administrator for adequacy of protection and certificates of such insurance shall be provided.

Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

Failure to Enter Contract

Should the Respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the Owner may then, at its option, accept the proposal of another Respondent.

Commencement of Work

The successful Respondent agrees to commence work after the date of award by the Owner and upon notice from the Using Department.

Termination of Contract

If, through any cause, the successful Respondent shall fail to fulfill in a timely and proper manner obligations under the contract or if the successful Respondent violates any requirement of the Contract, the Owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the Owner of any obligation for the balances to the successful Respondent of any sum or sums set forth in the Contract.

Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, and the amount claimed for services performed.

The Owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

Deliverables not complying with the project specification;
Claims filed or responsible evidence indicating probability of filing claims;
A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Ownership of Material

The Owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Owner to the successful Respondent for the purpose of assisting the successful Respondent in the performance of this Contract. All such items shall be returned immediately to the Owner at the expiration or termination of the Contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Owner, be disclosed to others or used by the successful Respondent or permitted by the successful Respondent to be used by their parties at any time except in the performance of the resulting Contract.

Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to this Contract shall belong exclusively to the Owner. All data, reports, computerized information, programs and materials shall be delivered to and become the property of the Owner upon completion of the project. The successful Respondent shall not have the right to use, sell or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Owner.

I. GENERAL REQUIREMENTS

At a minimum, the responding Contractor or entity:

- A. Must demonstrate proficiency, knowledge and experience in the above areas and that it/he/she is qualified and/or licensed to perform and provide all services set forth within the body of this Proposal as defined below.
- B. Must obtain the submission package and complete and return the proposal form and enclosures on or before **11:00 am, Tuesday, May 20, 2025**
- C. The Proposal submitted shall be at the cost and expense of each Respondent, and all materials submitted within the Proposal shall become the property of the Township. No Proposals or other submitted materials will be returned.

II. QUALIFICATIONS

- A. Each Respondent shall submit with the Proposal a statement of qualifications that demonstrates the Respondents ability to perform the work as outlined in the Scope of Work Section with demonstrated experience.
- B. Documentation from NJ DEP allowing you to operate as a recycling market, capable of accepting these materials. All Respondents must demonstrate a minimum three (3) years of successful experience Marketing Recyclable Materials delivered from a program of similar size and capacity to the Township of Clark.

Respondent: Each Respondent shall include within the Proposal, A Marketing Experience List, including the following items.

1. Facility Owner from which the materials were marketed;
2. Location of Facility from which the materials were marketed;
3. Contact person, including telephone number and address; and
4. Evidence that the firm complied with all applicable statutes, laws and regulations during the marketing of the recyclables.

III. FAMILIARTY WITH THE WORK

- A. It is the obligation of the Respondent to apprise itself of all facts necessary to undertake the performance of the work. This includes, but is not limited to, the examination of the Recyclable Material as specified herein, related documents, most recent New Jersey Department of Environmental Protections regulations for Class A recycling and other applicable Laws, Ordinances, Rules and Regulations.
- B. The Respondent hereby expressly waives any right to, and agrees that he will make no claim for, a reduction in the payments made to the Township under the terms of the Contract because of any misinterpretation or misunderstanding of this Proposal or because of any failure to fully acquaint itself with all conditions relating to work.
- C. The successful Respondent shall commence the work upon execution of the Contract by both parties.

IV. SCOPE OF WORK – OVERVIEW AND SUMMARY

A. BASE PROPOSAL

1. The Contractor will accept, process and market recyclable materials collected and delivered to its location by the Township or the Township's contractor. The Contractor shall accept all the tonnage of materials as outlined herein and produced by the Township.
2. The Contractor shall be responsible for the marketing of recyclable materials collected under the terms of these specifications. Disposition of these materials must be at an approved market or processing facility.

3. In order to retain current contractual rates with the Township’s contractor, the disposal site for recyclable materials disposal shall not be outside a twenty (20) mile radius of the Township of Clark 430 Westfield Avenue Clark NJ 07066
4. The Contractor’s delivery location shall allow for the collection contractor vehicles to unload within thirty (30) minutes of arrival.

B. RECYCLING QUANTITIES – RECYCLING TONNAGE SUMMARY FORM

The tonnage by commodity that the Township contractor has collected is summarized in the table below. It is anticipated that the Township will continue with similar tonnages for the length of the contract.

CLARK 2022 & 2023 TONNAGE SUMMARY REPORT	
	COMMINGLED
2022	1,189.2
2023	1,006.2
2024	1,249.8

C. PRICING

1. Respondent shall submit its proposal based on the following formulas for determining the monthly rebates due and payable to the Township:

Each month the price will be calculated by the RISI, PPI Pulp and Paper Week monthly rate less a fixed operating cost/processing fee to be charged by the vendor. The second edition of the month will set the price for the month. All proceeds above the fixed operating cost shall be paid to the Township under the terms outlined in these specifications.

If the result is *Positive*, then the vendor will pay the Township of Clark, a *Negative* result means the vendor will charge the Township of Clark and a *Zero* result means that the vendor will neither charge nor pay the Township of Clark.

The floor price is the lowest the price can go. If there is no floor pricing, then write in NONE.

Commingle

	June 1, 2025 - May 31, 2026	June 1, 2026 - May 31, 2027
Vendor Rate Price Per Ton		
Floor		

V. RECYCLING DISPOSAL FACILITY QUESTIONNAIRE

Address for drop off facility:

Facility Hours of Operation:

Day	Opening Time	Closing Time
Monday – Friday		
Saturday		
Sunday		

Holidays when the facility is closed: _____

VI. ADDITIONAL SERVICES:

Paper Shredding:

Will you include on-site paper shredding services at our Recycling Center two (2) times per year (one Saturday **and** one Sunday) at no cost to the Township during the term of the contract?

YES NO

Township Document Destruction Services

Will you include Township document destruction services free of charge to the Township during the term of the contract? The ability to observe the documents being destroyed must be available.

YES NO

VII. CONTRACT TERM

The contract term is for one-year (1) year(s) commencing on June 1, 2024, and terminating on May 31, 2025, with an option to renew for a second year with 30 days' notice provided by the township starting on June 1, 2025, terminating on May 31, 2026.

Proposal Checklist

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Administrative Conditions and Requirements	_____
Scope of Work	_____
Qualification Statement	_____
References	_____
Evaluation Criteria	_____
Acknowledgement of Receipt of Addenda	_____
Non-Collusion Affidavit	_____
Stockholder Disclosure	_____
Mandatory Equal Employment Opportunity Language	_____
Americans with Disabilities Act Mandatory Language	_____
Business Registration Certificate	_____
Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	_____

**Acknowledgement of Receipt of Addenda
(if necessary)**

The undersigned respondent hereby acknowledges receipt of the following Addenda:

Addenda Number	Dated
_____	_____
_____	_____
_____	_____

Signed: _____

Title: _____

Printed Name: _____

Date: _____

Company: _____

Posting will be on Internet

To Township of Clark:

The undersigned declares that they have read the Request for Proposal attached, that they have determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services as set forth herein.

Company Name: _____

Federal I.D. or Social Security #: _____

Address: _____

Signature of Authorized Agent: _____

Type or Print Name: _____

Title: _____

Date: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
)SS:
COUNTY OF)

I, _____ of the city of _____
_____ in the County of _____ and
the State of _____, of full age, being duly sworn according to law on

My oath deposes and says that:

I am

Of the firm of

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

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

_____ (NJSA 52:34-15)
(Name of Contractor)

(Also type or print name of Affiant under signature)

Subscribed and sworn to
Before me this _____
Day of _____, 2025

Notary Public
My Commission Expires

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.
(COMPLETE THE LIST BELOW IN THIS SECTION)

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last

annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Township of Clark (the township) is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the township to notify the township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex,

and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

COMPANY NAME: _____

PRINT NAME: _____

TITLE: _____

SIGNATURE: _____

NOTE: A CONTRACTOR MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27

AMERICANS WITH DISABILITIES ACT
Mandatory Language

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C s12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or services on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, not preclude the OWNER from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.