Mayor Linda D. Thompson

# City of Harrisburg

## Request for Proposal #04-2010
## For
## Payroll Processing Services

**Proposal Information**

**Submittal Deadline**:
December 9, 2010

**Contact**:
Deborah A. Felker, Director
Bureau of Human Resources
Phone: (717) 255-6475
Email: dfelker@cityofhbg.com

**Mailing Address**:
Rev. Dr. Martin L. King Jr. City Gov't Center
10 N. 2nd Street - Suite 302
Harrisburg, PA 17101

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Approved: 11/19/10
Updated: 11/16/10
amended: 11/15/10

## Section 1 - Project Description

The City of Harrisburg is a Third Class City and a municipality of the Commonwealth of Pennsylvania. The City has 682 employees that carry out the duties and responsibilities of the City. In accordance with state law, 206 are members of a bargaining unit (AFSCME), 168 are members of FOP (Police), 86 are members of IAFF (Firefighter), 78 are management and 10 elected officials. At this time we have 134 seasonal part-time employees, which may vary from year-to-year. This proposal is for professional services to provide payroll processing services as more fully described in the Scope of Work.

## Section 2 - Notice To Bidders

### Section 2.0 – General Provisions

A. Respondents to this RFP shall either hand carry or mail one (1) original and five (5) copies of their bid proposal to:

Office of Purchasing
City of Harrisburg
10 N. 2nd Street - Suite 302-A
Harrisburg, PA 17101
Attention: Ms. Mattea Fera

The original proposal shall be marked "original" and each copy of the proposal must be a complete copy of the original including all attachments and appendixes. The Price Proposal shall include all details as to the fees charged and out-of-pocket expenses to be billed for three (3) years. Proposals received via facsimile or email will not be considered.

There will be a pre-bid conference held on **Date December 3, 2010** at 10:00 AM in the Harrisburg Redevelopment Conference Room, which is located on the 4th floor of the City Government Center, 10 North 2nd Street, Harrisburg, PA. All Bidders are encouraged to attend. It is the Bidder's responsibility to contact the City for any amendments that may occur from the pre-bid conference. Please refer to Section 10 for specific proposal submission instructions.

B. Proposals must be on file no later than 3:00 P.M on **Date December 9, 2010**2010. Any proposals received after that hour and date will not be opened and will be returned to the Bidder unread.

C. Biders will be given permission to withdraw any proposal submitted, prior to its opening, provided the Bidders makes their requests in writing to the City's Representative. All requests pertaining to withdrawal must reach the City's Representative no later than one (1) hour prior to the time fixed for the opening of proposals.

D. The City of Harrisburg reserves the right to reject any or all proposals.

E. The proposal evaluation will take into account all relevant criteria, including but not limited to price, qualifications and any exceptions or deviations taken by the Bidder.

F. The price must be neither directly or indirectly the result of any agreement with any other Bidder. All Bidders must complete the enclosed Non-Collusion Affidavit as part of the bidding requirements

G. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses incurred not otherwise covered by insurance purchased by the Contractor as described in this Agreement, and to the extent of Contractor's negligence, the Contractor shall indemnify, defend and hold harmless the City as well as the agents and employees of any of them from and against any and all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work or negligent acts of the Contractor, a Subcontractor, or any individual working on behalf of or under the Contractor's supervision, and anyone directly or indirectly employed by any of them or anyone for whose acts,

they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person as described in this Agreement In no event shall Contractor be liable for any claims, damages, losses and expenses arising out of City 's own negligence.

H. The City of Harrisburg is exempt from all excise taxes and all transportation taxes. Direct sales made to The City of Harrisburg are exempt from the provisions of the Pennsylvania Sales Tax. Before submitting a proposal, each Bidder shall thoroughly familiarize themselves with all laws requiring the payment of taxes. Each Bidder should consult their own counsel with respect to the applicability of all taxes.

I. The Contractor must be in compliance with all applicable laws.

J. In compliance with Chapter 5-715 of the Codified Ordinances of the City of Harrisburg, persons, firms, companies and corporations engaging in business within the City of Harrisburg must obtain a Mercantile License and pay the mercantile tax. The successful Bidder on this contract must obtain a Mercantile License for the contract year. For further information contact the Tax & Enforcement Office at (717. 255-6513).

K. Insurance - The successful Bidder, at its expense, shall carry and maintain, in full force at all times during the contract term: General Liability insurance covering bodily injury and property damage with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate; Business Automobile Liability insurance with a combined single limit of not less than $1,000,000; Excess Umbrella Liability insurance with limits of not less than $2,000,000 per occurrence and $2,000,000 aggregate; Professional Liability insurance with limits of not less than $2,000,000 per occurrence and $4,000,000 aggregate; Workers' Compensation insurance in statutory limits; and Employer's Liability insurance with limits of not less than $100,000 each accident, $500,000 disease-policy limit, and $100,000 disease-each employee.

L. No contract may be assigned, sublet or transferred without written consent of The City of Harrisburg.

M. The proposal must be signed by a partner or in the case of a corporation by the president, vice-president and the secretary or treasurer or any other corporate officer empowered to execute contracts in the event that such officers are unable to do so.

N. No proposal will be considered unless bid price is firm and clearly defined. Conditional proposals will not be accepted.

O. The City of Harrisburg may, at its discretion, terminate the contract for default by the Contractor upon written notification to the Contractor. The notification shall give the Contractor at least ten (10) days notice and a reasonable opportunity to cure the alleged default. Default shall be defined as failure of the Contractor to perform any obligation under the Agreement. If at the expiration of the allotted ten (10) day notification period, no attempt has been made by either the Contractor to remedy the default, The City of Harrisburg reserves the right to procure the services similar to those so terminated upon such terms and in such manner as the City of Harrisburg deems appropriate and the Contractor shall be liable for any excess costs for the same.

P. Any questions related to this proposal solicitation must be submitted in writing or email no later than **12:00 Noon on ____ December 6, 2010**. The City of Harrisburg will not respond to oral questions or questions that are received after the aforementioned deadline. Questions should be sent (electronic inquiries accepted) to the Bureau of Human Resources - mfera@cityofhbg.com.

**2.1 - Amendments to Submitted, Unopened Proposals**
Amendments to or withdrawal of submitted, unopened proposals will only be allowed if requests for such changes are received prior to the deadline set for submittal of proposals in Section 2.0 B above. No amendments or withdrawals will be accepted after the deadline unless such amendments or withdrawals are in response to a City request.

**2.2 - Required Review of RFP Package**
**Defects**: Comments concerning defects must be made in writing and received by the City's RFP contact (see RFP cover page) at least five (5) business days prior to the due date of the proposal. This will allow time for the issuance of any necessary addenda.

**General:** All questions regarding the RFP must be submitted in writing via email to the City's RFP contact. Telephone conversations must be confirmed in writing via email by the interested party. Two types of questions generally arise. One type may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written addendum to the RFP.

The decision on whether or not an addendum is required shall be made by the City. If an addendum is issued, it will be provided to all parties who were provided a copy of the RFP by the City.

**2.3 - Receipt of RFP Package**
The City is the sole authority to provide the RFP package to interested companies or individuals. Bidders who are working from an RFP package obtained from any other source may be working from an incomplete set of documents. The City assumes no responsibility for errors, omissions or misinterpretations in a proposal resulting from a Bidder's use of an incomplete RFP package.

Bidders who have received the RFP package from a source other than the City are advised to contact the City's RFP contact to provide their company name, address, telephone number, fax number and contact name. This will ensure that the Bidder will receive all communications regarding the RFP such as Addenda and Clarifications.

**2.4 - Preparation Costs**
The City will not be responsible for any costs associated with the preparation, submittal or presentation of any proposal.

**2.5 - Disclosure of Proposal Contents**
All proposals and other material submitted become the property of the City and may be returned only at the City's option. Information contained in the proposals will not be disclosed during the evaluation process. Under prevailing Pennsylvania "Right to Know" Law, public records are required to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, the winning proposal will become public information. Copies of said public records may be requested through the Office of the Chief of Staff/Business Administrator.

All proposals submitted should be regarded as public record with the exception of those elements in each proposal that are defined by the Respondent as business or trade secrets, and are plainly marked as "Trade Secret", "Confidential" or "Proprietary" and for which the Respondent has provided the reason as to why the information should be treated as confidential The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if they are not plainly marked as "Trade Secret", "Confidential" or "Proprietary", or if disclosure is required under the Pennsylvania "Right to Know" Law. If a third party challenges the trade secret, confidential, or proprietary nature of certain information, it will be the responsibility of the Respondent to defend that challenge.

**2.6 - Reservation of Rights**
The City reserves, and may at its sole discretion, exercise the following rights with respect to this RFP and all proposals submitted pursuant to this RFP:

A. To reject all proposals and re-issue the RFP at any time prior to execution of a final contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.

B. To reject any proposal if, in the City's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP, the Bidder does not meet the qualification requirements set forth in Section 5 herein or it is otherwise determined to be in the best interest of the City to reject the proposal.

C. Accept or reject any or all of the items in any proposal and award a contract for the whole or only a part of any proposal if the City determines, in its sole discretion, it is in the City's best interest to do so.

D. To reject the proposal of any Bidder that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially or technically incapable or is otherwise deemed to not be a responsible Bidder.

E. To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City's sole judgment, material to the proposal.

F. To permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to proposals by one or more of the Bidders following proposal submission.

G. To request that one or more of the Bidders modify their proposals or provide additional information.

H. To request additional or clarifying information from any Bidder at any time, including information inadvertently omitted by a Bidder.

I. To require that Bidders appear for interviews and/or presentations of their proposals at City offices.

J. To require references from Bidders' previous clients on projects similar in type and scope to the work sought in this RFP.

K. To conduct such investigations as the City considers appropriate with respect to the qualifications of any Bidder and with respect to the information contained in any proposal.

**2.7 - RFP Timeline**
Following is the City's estimated timeline for the RFP process:

| | |
|---|---|
| Issue RFP..... | November 23, 2010 |
| Pre-Bid Conference..... | December 3, 2010 |
| Deadline & Opening for Submission of Proposals..... | December 9, 2010 |
| Commencement of Work..... | January 1, 2011 |

## Section 3 - Method of Contractor Selection

**3.0 - Interviews with Short List Firms**
The City may elect to conduct interviews with responsible Bidders who submit proposals determined to be reasonably eligible for contract award (Short List). The purpose of these discussions will be to clarify and assure Bidder's full understanding of, and responsiveness to, the solicitation requirements. Bidders selected by the City for the Short List shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. In conducting these interviews with Bidders, the City

reasonably eligible for contract award (Short List). The purpose of these discussions will be to clarify and assure Bidder's full understanding of, and responsiveness to, the solicitation requirements. Bidders selected by the City for the Short List shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. In conducting these interviews with Bidders, the City may not disclose information derived from proposals submitted by competing Bidders. The individual identified in the proposal as the Project Manager, must be in attendance at the interview.

**3.1 - Award of Contract**
The City shall award a contract to the lowest responsible Bidder.

## Section 4 - Contract Provisions

**4.0 - Standard Contract Provisions**
The contract resulting from the award of this RFP will be governed by the terms and conditions set forth in the General Conditions. Bidders must detail in their proposal their reasons for objection to any part of these terms and conditions and include in their proposal proposed alternate language. Time is of the essence in the award of a contract. Hindrance of the award process due to the extent of a Bidder's proposed modifications may have a negative impact on the City's assessment of that proposal.

**4.1 - Contract Content**
The contract(s) resulting from the award of this RFP will consist of this RFP, the Bidder's proposal, and any additional information deemed necessary as a result of the negotiations held with the successful Bidder(s).

## Section 5 - Qualification Statement

Each proposal shall include, at minimum, the following information about the company:

A. The number of years the company has been in business.

B. The number of years the company has provided these payroll services.

C. The type of organization of the company, e.g. Corporation, Partnership, Sole Proprietorship.

D. The names and titles of the company's principles.

E. A conflict of interest statement indicating whether or not any principals in the company, their spouse, or their child is employed by the City, and whether or not the company or any individuals working on the contract has a possible conflict of interest, and, if so, the nature of that conflict. As regards conflict of interest and to preserve the integrity of City employees and elected officials and to maintain public confidence in the RFP process, the City prohibits the solicitation or acceptance of anything of value by a City employee or elected official of the City from any person seeking to initiate or maintain a business relationship with City departments, boards, commissions, and agencies. Bidders shall not pay any salaries, commissions, fees, or make any payments or rebates to any employee, elected official of the City or their designees. Nor shall any Bidder favor any employee, elected official of the City or their designees with gifts or entertainment of greater than a de minimis cost or value, or with services or goods sold at less than full market value. The City reserves the right to disqualify a Bidder or cancel the contract award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the project to be performed by the Bidder. The City's determination regarding any question of conflict of interest shall be final.

## Section 6 - Content of Proposals and Required Submissions

A. All proposals must be typed or neatly completed in pen. Any erasures or other changes in the bid unit prices or total price must be explained or noted over the signature of the bidder and failure to do so may result in the rejection of your bid.

B. All proposals shall contain sections which organize the information that bidders are required to submit, as provided below. Each section shall be clearly delineated with quick reference dividers.

C. The first section of the proposal shall contain information on the services to be provided by the bidder relative to the services to be provided under this RFP. The successful bidder shall demonstrate that it has the capacity to provide the services required herein for the duration of the term of the contract.

D. The second section of the bid proposal shall contain a completed copy of each of following: 1) the non-collusion affidavit, 2) the price proposal sheet, 3) the signature sheet, and 4) a statement which clearly identifies any and all deviations or exceptions that the bidder may be taking to the RFP.

E. The next section of the bid proposal shall contain information relative to the availability of the insurances.

F. The final section of the bid proposal shall contain any additional information that the bidder believes is relevant and should be considered by the City. This may include, but is not limited to, a qualification statement demonstrating Bidder's experience in similar jobs.

## Section 7 - Scope of Work

The scope of work includes the following for two (2) different payrolls:

**For the Main Payroll**:

Payroll Delivery
Pays
Processing Charges for each paycheck for each pay period
GTL Automated Calculation
Check Reconciliation
Check Signing
Tax Service
YTD Download
Special Accumulators On Stub
Labor Distribution
Full Service for Direct Deposit
New Hire Reporting Service
Check Stuffing
External Paydata Interface
Local Area Network (LAN)
Data Exchange
Payroll Preview before submitting final (Quickview)
Quarterly Earning Records
CD Qtr W&T Register and Reports
CD Earnings Record
CD Payroll Reports
Periodic Mgmt. Reports (CD Only)
Super Data Access Monthly Fee

Auditors Year End General Report
Other Employee Ben Ded Roster
**Second Payroll Account (for Extra duty, Police Officer only):**
Payroll Delivery
Processing Charges for each paycheck for each pay period
Pays
Check Reconciliation
Check Signing
Tax Service
Check Stuffing
YTD Download
Quarterly Earning Records
CD Qtr W&T Register and Reports
CD Earnings Record
CD Payroll Reports
Full Service Direct Deposit
Super Data Access Monthly Fee

A. Bidders are to supply a list of a minimum of three (3) references, which include the name, title, company name, address, phone number and email address.

B. Bidders are to list the cost for additional software and identify such software along with software capabilities.

C. The Bidders are to list the cost for upgrade(s) to software and identify such upgrades along with upgrade capabilities.

D. The successful Bidder will abide by all local, state, and federal rules and regulations, as well as, industry standards and practices. The successful Bidder shall provide the City with contact information for an authorized service representative.

E. The successful Bidder will participate in a project kick-off meeting with the City Team members to coordinate project planning activities, establish necessary liaison working and reporting relationships, formalize administrative procedures, survey the City's existing networks/PC hardware/software, assess the Team's future needs/wants and finalize a work schedule for the project. Provide action item lists, reports and recommendations regarding the above.

F. Contract Period is from January 1, 2011 through December 31, 2013. This contract may be extended for an additional term with the agreement of both parties.

G. Does your company have an independent assessment of internal control objectives and activities in accordance with Statement of Auditing Standards No. 70 (SAS 70 Audit)? If so, please submit the most recent copy along with your bid package. If not, please explain why"

**Section 8 - General Questions**

Please answer the questions listed on Attachment "C", page 19

**Section 9 - City of Harrisburg Mainframe**

A. The City of Harrisburg's mainframe is an IBM System z9 Business Class (2096) which we are running VSE/ESA DOS and Computer Associates IDMS Database. The timesheet function is incorporated into our Personnel System which is a network database (non-relational) that has been internally written. The data files and reports are created by batch programs which are released by the Payroll Master; the work-files are then downloaded in three different steps (Non-Uniform, Police and then Fire Employees). Currently the files are being offloaded to the PC hard drive (via host transfer) and there they are picked up by the Payroll Software; but this portion can be automated via FTP from the mainframe.

B. Attached is the data fields (File Layouts) of the data passed to and from the Payroll system and the mainframe.

C. Also attached are snapshots of our primary entry screen for timesheets.

## Section 10 - Submission of Proposal

### 10.0 - General

Proposals shall be submitted in one (1) original and five (5) copies on 8.5" x 11" paper to:

Office of Purchasing
City of Harrisburg
10 N. 2nd Street - Suite 302-A
Harrisburg, PA 17101

The original proposal shall be marked "original" and each copy of the proposal must be a complete copy of the original including all attachments and appendixes. The Price Proposal shall include all details as to the fees charged and out-of-pocket expenses to be billed. Proposals received via facsimile will not be considered.

### 10.1 - Proposal Format

The City discourages overly lengthy and costly proposals; however, Bidders should follow the format set out herein and provide all of the information requested. For a proposal to be considered, Bidders must follow the instructions outlined in this RFP.

### 10.2 - Transmittal Letter

Proposals shall include a brief letter which provides the company's name; address of the main office and telephone and fax number for each office (if applicable); name, title, telephone number, fax number and email address of the company's contact person for this project; a statement that the proposal is in response to this solicitation; and the signature, typed name and title of an individual who has *actual authority** to commit the Bidder to the proposal. The cost proposal is valid for a minimum of ninety (90) days from the proposal opening date.

*Proposals by individuals must be signed personally, with name typed below signature, and witnessed. A complete address and trade name must be provided. Proposals by partnerships must include the typed names and business address of all partners and the trade name of the company. The proposal must be signed by at least one general partner, whose signature must be witnessed. Proposals by corporations must include the typed name of the corporation, the State of incorporation, and the Principal Officer of the corporation. The proposal must be signed by the President or Vice-President (or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached), and attested by the Secretary, Assistant Secretary, or Treasurer of the corporation.

## Section 11 - Evaluation Criteria and Process

### 11.0 - Evaluation Committee

City staff will serve as an evaluation committee to review and evaluate proposals submitted in response to this RFP. The evaluation committee will make its recommendation(s) to the Mayor who will make the final

decision. All communication between a Bidder and the City shall be through the Director of Human Resources.

**11.1 - Evaluation**
In determining who is the lowest responsible bidder, proposals will be evaluated against the following criteria:

A. Financial stability of the Bidder (based on our examination of the required financial statements).

B. Compliance with the essential minimum experience and qualifications of the Bidder.

C. Compliance with the essential minimum experience and qualifications of the project team members.

D. Evidence of sufficient levels of insurance coverage.

E. Particular attention will be given to experience with governmental employers.

F. Cost of Services.

## General Conditions

1. **Definitions and Headings**

   a. The Request for Proposal, the proposal, the notification of award and the purchase order (if any) or contract constitutes the complete agreement between the parties (hereinafter the "Agreement"). References to the Agreement include these General Conditions. "City" or "City of Harrisburg" and "Provider" are the parties identified as such in this Agreement. "Services" means the services identified in this Agreement as being the services to be performed by Provider under this Agreement. The "Goods" means the equipment or items to be supplied by Provider under this Agreement.

   b. All headings of the Articles of these General Conditions are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

2. **Precedence:** Where conflict exists between the Request for Proposal, the Provider's Proposal and the Agreement, the terms of the Agreement shall prevail.

3. **Availability of appropriated funds**: The parties agree that any and all payments due from the City as required under the terms of the Agreement are contingent upon the availability of appropriated funds.

4. **Taxes:** The City is exempt from all Federal excise and transportation taxes and Pennsylvania sales and use tax. The City's IRS Employer Identification Number is 23-6002010. No exemption certificates are required and none will be issued. Nothing in this paragraph is meant to exempt a Provider from the payment of sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used in connection with the performance of this contract.

5. **Warranty:** Provider warrants to the City that work performed under this Agreement shall be done in a skilled manner and shall comply with industry standards. Provider shall promptly re-perform Services after receiving notice from the City of defects or nonconformance with such standards.

6. **Indemnity:** Provider agrees to indemnify and hold harmless the City, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens and judgments (including reasonable attorney's fees) of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of Provider, its subcontractors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of this Agreement.

7. **Force Majeure:** Neither party shall be liable for any failure or delay in its performance resulting from any cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires; floods; unusually severe weather; strikes or other labor disputes; embargos; wars; political strife; riots; delays in transportation; sabotage; or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of Force Majeure.

8. **Termination for convenience:** The City reserves the right, at any time and for its convenience, to terminate this Agreement in whole or in any separable part by written notice to Provider. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Provider shall be compensated for Goods accepted or for Services performed in accordance with the provisions of this Agreement up to the effective date of the termination, less any payments previously made by the City for such Goods or Services, but in no event shall Provider be entitled to recover loss of profits.

9. **Termination for Cause:** In the event that either the Provider or the City defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other

party in writing and may suspend the Agreement, in whole or in part, pending the remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.

If during the term of this Agreement, Provider shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Provider shall give the City written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the City, the City may terminate this Agreement immediately upon written notice thereof to Provider.

10. **Notices:** All notices required under the Agreement resulting from the award of this RFP shall be in writing. Written notices shall be effective if delivered by hand, or if sent by registered or certified mail, by verified facsimile, or by confirmed courier to the address specified for each party in the Agreement.

11. **Time is of the essence:** Time is of the essence in the performance of this Agreement. In the event delivery of Goods or completion of Services is delayed, the City reserves the right, without liability, and in addition to its other rights and remedies, to terminate this Agreement by notice, and to purchase substitute Goods or Services elsewhere and charge Provider with any loss of additional cost incurred.

12. **Ownership of Work Product:** The City, its departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute and use in whole or in part any submitted report or written materials generated by the Provider in the performance of this Agreement.

13. **Records, Audit and Inspection:** Provider shall maintain such records as may be necessary to adequately reflect the accuracy of Provider's charges and invoices for reimbursement under this Agreement and such other additional records as the City may reasonably require in connection with this Agreement. Provider shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefore. The City and its duly authorized representatives shall have the right, from time to time, and upon reasonable notice, to audit, inspect and verify the records kept by Provider in connection with this Agreement. The City and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Provider's normal business hours, Provider's production and related facilities utilized to perform its obligations under this Agreement.

14. **Release of liens:** Before any payment hereunder shall become due, the City, at its option, may require Provider to furnish reasonable evidence of the payment of all subcontractor accounts for labor and materials pertaining to Provider's performance hereunder. Prior to payment, the City reserves the right to require Provider to furnish the City with a full and complete release of liens from all persons furnishing labor and materials toward the performance hereof, and in any event, Provider agrees to indemnify and hold harmless the City, its officials, employees and agents from and against any and all liens and encumbrances arising out of Provider's performance of this Agreement.

15. **Assignment:** Provider shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the City. Such consent shall not be unreasonably withheld. Any assignment consented to by the City shall be evidenced by a written assignment agreement executed by the Provider and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.

16. **Publicity:** Neither Provider nor any subcontractor shall use the name of the City of Harrisburg, or quote the opinion of any City employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the City.

17. **Compliance with laws:** In the performance of this Agreement, Provider shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities and shall further specifically comply with those sections related to Equal Employment Opportunity.

18. **Independent Provider:** The employees, subcontractor, methods, facilities, and equipment used by Provider shall be at all times under Provider's direction and control. Provider's relationship to the City under this Agreement shall be that of an independent Provider, and nothing in this Agreement shall be construed to constitute Provider, its subcontractors or any of their employees as an employee, agent, associate, joint venturer, or partner of the City.

19. **Substance Abuse:** Provider shall advise its employees and the employees of its subcontractors and agents that:

    (a) It is the policy of the City of Harrisburg to provide a drug-free work environment. To that end the City prohibits the illegal use, possession, sale, manufacture, dispensing, and distribution of drugs or other controlled substances on the work site, and prohibits in the workplace the presence of an individual with such substances in the body for non-medical reasons.

    (b) Any employee of Provider who is found in violation of the policy may be removed or barred from the work site at the discretion of the City.

20. **Governing Law:** This Agreement shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to any choice of law provision.

21. **Provider Certification:** Provider certifies that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania or federal government, and if the Provider cannot so certify, then it agrees to submit along with the bid a written explanation of why such certification cannot be made.

    If the Provider enters into subcontracts or employs under this Agreement any subcontractors or individual who is currently suspended or debarred by the Commonwealth of Pennsylvania or federal government during the term of this Agreement or any extensions or renewals thereof, the City shall have the right to require the Provider to terminate such subcontracts or employment, at no cost to the City. The Provider agrees to reimburse the City for costs and expenses incurred due to the Provider's noncompliance with the terms of this certification requirement.

    The Provider may obtain the current list of suspended and debarred Providers by contacting the:

    Department of General Services
    Office of Chief Counsel
    603 North Office Building
    Harrisburg, PA 17125

22. **Severability:** The provisions of this Agreement shall be deemed to be severable. Consequently, in the event that any provision of this Agreement is found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

23. **Reservation of Rights:** Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination of this Agreement pursuant to the Articles herein entitled TERMINATION FOR CONVENIENCE and TERMINATION FOR CAUSE, shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination.

24. **Entire Agreement:** This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in a writing executed by a duly authorized official of the City and by a duly authorized individual of the Provider.

---- END OF GENERAL CONDITIONS ----

## Attachment "A" - Data Fields

**Mainframe files loaded into the payroll system. (comma separated format)**

Updating hourly rates for employees after a union contract increase

File consist of:

- Company ID
- Employee Number
- Effective date of rate change
- New hourly rate

Updating scheduled deduction amounts for employees after a union contract increase

File consist of:

- Company ID
- Employee Number
- Deduction Code
- Deduction Amount

Uploading timesheet information

File consist of:

- Repeated multiple times as needed for each employee
- Company ID
- Employee Number
- Pay check number (1st check for employee, 2nd check for employee, etc. )
- Account to charge?
- Hourly rate to use
- Number of regular hours
- Number of overtime hours
- Additional hours to pay -hours
- Additional hours to pay -earning code
- Additional earnings to pay -amount
- Additional earnings to pay -earning code

Other uploads we have done on a as needed basis

- Loaded names, date of hire, date of birth, and date of separation into payroll

**Payroll files loaded into the mainframe system (comma separated format)**

Payroll deduction information (for pension records)

File consist of:

- Company ID
- Date of pay
- Payroll year
- Pay week
- Pay number (number of pays within the week. 1st pay, 2nd pay, etc. )
- Check sequence
- Home Department
- Employee number
- Social Security Number
- Gross pay
- Deduction amount
- Deduction code
- Employee name

Payroll earnings information (for pension records)

File consist of:

Company ID
Date of pay
Payroll year
Pay week
Pay number (number of pays within the week. 1st pay, 2nd pay, etc. )
Check sequence
Home department
Employee number
Social Security Number
Gross pay
Net pay amount
Amount of regular earnings paid
Amount of overtime earnings paid
Additional earnings -amount paid
Additional earnings -earnings code
Employee name

EMPLOYEE NAME ACTVITY FROM: 2010/04/26 THRU: 2010/05/09

| X<==SELECT DATE | HOURS | START TIME | END TIME | TYPE HOURS | RATE | SHF | SHIFT DIFFER | HIGHER RATE | ALT. BUREAU |
|---|---|---|---|---|---|---|---|---|---|
| _ 04 26 2010 | | | | DO | 00 | 4 | | | |
| _ 04 27 2010 | 1.50 | 1900 | 2030 | VWP | 10 | 5 | | | |
| _ 04 27 2010 | 10.50 | 2030 | 0700 | REG | 10 | 5 | .850 | | |
| _ 04 28 2010 | 12.00 | 1900 | 0700 | REG | 10 | 5 | .850 | | |
| _ 04 29 2010 | | | | DO | 00 | 4 | | | |
| _ 04 30 2010 | | | | DO | 00 | 4 | | | |
| _ 05 01 2010 | 12.00 | 1900 | 0700 | REG | 10 | 5 | .850 | | |
| _ 05 02 2010 | 12.00 | 1900 | 0700 | REG | 10 | 5 | .850 | | |
| _ 05 03 2010 | 12.00 | 1900 | 0700 | REG | 10 | 5 | .850 | | |
| _ 05 04 2010 | | | | DO | 00 | 4 | | | |
| _ 05 05 2010 | | | | DO | 00 | 4 | | | ATTACHMENT B |
| _ 05 06 2010 | 12.00 | 1900 | 0700 | REG | 10 | 5 | .850 | | |
| _ 05 07 2010 | 12.00 | 1900 | 0700 | REG | 10 | 5 | .850 | | |
| _ 05 08 2010 | | | | DO | 00 | 4 | | | |
| _ 05 09 2010 | | | | DO | 00 | 4 | | | |

EMPLOYEE NAME ACTVITY FROM: 2010/04/26 THRU: 2010/05/09

| X<==SELECT DATE | HOURS | START TIME | END TIME | TYPE HOURS | RATE | SHF | SHIFT DIFFER | HIGHER RATE | ALT. BUREAU |
|---|---|---|---|---|---|---|---|---|---|
| _ 04 26 2010 | 8.00 | 0630 | 1500 | WHC | 10 | 2 | | .570 | |
| _ 04 27 2010 | 8.00 | 0630 | 1500 | REG | 10 | 2 | | | |
| _ 04 28 2010 | 8.00 | 0630 | 1500 | REG | 10 | 2 | | | |
| _ 04 29 2010 | 8.00 | 0630 | 1500 | REG | 10 | 2 | | | |
| _ 04 30 2010 | 8.00 | 0630 | 1500 | REG | 10 | 2 | | | |
| _ 05 01 2010 | | | | DO | 00 | 1 | | | |
| _ 05 02 2010 | | | | DO | 00 | 1 | | | |
| _ 05 03 2010 | 8.00 | 0630 | 1500 | REG | 10 | 2 | | | |
| _ 05 04 2010 | 8.00 | 0630 | 1500 | REG | 10 | 2 | | | |
| _ 05 05 2010 | 8.00 | 0630 | 1500 | REG | 10 | 2 | | | |
| _ 05 06 2010 | 8.00 | 0630 | 1500 | REG | 10 | 2 | | | |
| _ 05 07 2010 | 8.00 | 0630 | 1500 | REG | 10 | 2 | | | |
| _ 05 08 2010 | | | | DO | 00 | 1 | | | Page 18 of 26 |
| _ 05 09 2010 | | | | DO | 00 | 1 | | | |

## Attachment C - General Questions To Be Completed & Submitted

**If additional space is required, please use a separate sheet and include the question number.**

| Question | | Answer | Comments |
|---|---|---|---|
| **Tell Us About Your Organization**: | | | |
| 1. | What is your company's mission statement? | | |
| 2. | What is your service commitment to your customers and how do you measure customer satisfaction? | | |
| **Implementation/Training**: | | | |
| 3. | Will you provide a means to transfer current data (employee masters, deductions, pay history, etc.) from current systems to your proposed system? Please describe your data conversion process. | | |
| 4. | What educational/training options do you provide for the proposed payroll software? | | |
| 5. | Describe your firm's standard training curriculum as well as your ability to customize training for our particular needs. | | |
| 6. | Are your complete training manuals available on-line? How has your training department embraced new technologies as it relates to curriculum development and delivery? | | |
| **Support/Maintenance**: | | | |
| 7. | Indicate the location of the personnel who would be assigned to the software maintenance function. | | |
| 8. | Describe the process for recording, prioritizing and fixing software bugs. | | |
| **Security**: | | | |
| 9. | Describe all levels and types of security that will be included in an installation of your product. | | |
| 10. | Does your software provide the ability to assign security restricting information by:<br>• Employee<br>• Program<br>• Screen<br>• Field<br>• Web access | | |

| Question | | Answer | Comments |
|---|---|---|---|
| 11. | Can your security be defined by location in addition to the above? | | |

**Payroll**:

| | | | |
|---|---|---|---|
| 12. | Does your software provide the ability to track an unlimited number of employee? | | |
| 13. | Does your software have a benefits module that will allow employee contributions to flow to payroll for both pre and post tax deductions? | | |
| 14. | List all your standard payroll reports. | | |
| 15. | Does your software provide a method of tracking both pre and post payroll deductions? | | |
| 16. | Does your software provide modeling capabilities for 401 (k) contributions on-line? | | |
| 17. | Does your software provide the ability to track and report on new, terminated, vested employees? | | |
| 18. | Does your payroll module provide the ability to create new earnings codes at any time? | | |
| 19. | Does your software provide the ability to match labor distribution to payroll? | | |
| 20. | Does your software allow payroll to enter a future and prior date for pay changes? | | |
| 21. | How many pay groups can be used? | | |
| 22. | Does your software allow employees to move into and out of pay groups? | | |
| 23. | Does your software provide a means of processing mass salary changes? | | |
| 24. | Does your software allow payroll taxes to be appropriately deducted from employees' paychecks? | | |
| 25. | Does your software provide the ability to define garnishment and tax levies deductions by percentage and/or flat fees? | | |
| 26. | How many lines of deductions can be printed on your paycheck receipts? | | |
| 27. | Does your software provide an on-line audit trail for voided checks with restricted access? | | |
| 28. | Does your software allow manual checks to be issued after payroll is run? | | |
| 29. | Can you run multiple checks for individual employees during a pay cycle? | | |
| 30. | Does your software have a General Ledger account number at the employee level? | | |
| 31. | Regarding all payroll deductions, does your software allow for a choice of either a percent or a flat dollar amount to be taken? | | |

| Question | | Answer | Comments |
|---|---|---|---|
| 32. | Does your software provide for direct deposit?<br><br>• Up to how many separate accounts can be handled?<br><br>• Creates a file to electronically transmit to the bank? | | |
| 33. | Does your software provide the ability to report payroll totals by cost centers? | | |
| 34. | Does your software allow for W-2 reports to be printed any time in order to get quarterly information? | | |
| 35. | Does your software allow a direct deposit to be over-ridden when processing a check? | | |
| 36. | Does you software provide the ability to process a single payroll check by going through the normal check process? | | |
| 37. | At the end of the contract, who owns the data? | | |

**COST SHEET**
**FOR**
## Request for Proposal #04-2010
## For Payroll Processing Services

BIDDER NAME: _____

Provide fees breakdown for providing the Services to the Project Team based upon the estimated staff hours necessary to complete the proposed tasks.

| Description | Not-to Exceed Fee for General Scope | Estimated Additional Fees* | Total Costs |
|---|---|---|---|
| Payroll Services Year 1 | $ | $ | $ |
| Payroll Services Year 2 | $ | $ | $ |
| Payroll Services Year 3 | $ | $ | $ |
| **Grand Total** | **$** | **$** | **$** |

*Identify costs for hot banking, CD back-up, or other additional services outside the general scope.

Describe any optional service for one (1) year. Provide details of support service.

ADD $_____

(Bidders may add information and pricing sheets as deemed necessary.)

**SIGNATURE SHEET**
**FOR**
**Request for Proposal #04-2010**
**For Payroll Processing Services**

ATTEST/WITNESS:

BY _____
(Signature of Witness)

COMPANY NAME _____

BY _____
(Signature of an Authorized Representative)

_____
(Print Name as Signed Above)

ADDRESS _____

_____

TELEPHONE _____

DATE _____

*Mercantile License Number _____

*ANY VENDOR DOING BUSINESS WITHIN THE CITY OF HARRISBURG MUST OBTAIN A MERCANTILE LICENSE. IF YOU ARE AWARDED THE BID, CONTACT THE TAX & ENFORCEMENT OFFICE AT (717) 255-6513 FOR FURTHER INFORMATION.

**NON-COLLUSION AFFIDAVIT**
**FOR**
**Request for Proposal #04-2010**
**For Payroll Processing Services**

State Of: _____:

County Of: _____:

I state that I am_____of _____,
(Title) (Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its City s, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I state that:

1. The price(s) and the amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer or potential Bidder.

2. Neither the price(s) nor the amount of this Bid, and neither the approximate prices(s) nor approximate amount of the Bid, been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.

3. The Bid of my firm is made in good faith and not pursuant to agreement or discussion with, or inducement from any firm or person to submit a complementary or other noncompetitive Bid.

4. _____, its affiliates, subsidiaries, , directors, and employees are not currently under investigation by any government agency and have not in the last four years been convicted or found liable for any act by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that_____,
(Firm)

my firm, understands and acknowledges that the above responsibilities are material and important, and will be relied on by the Harrisburg Redevelopment The City of Harrisburg in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Harrisburg of the true facts relating to the submission of proposals for this Contract.

_____
(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE

ME THIS _____ DAY OF _____, 20___.

My Commission Expires:

## INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. " 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.