City of Rochester
City Clerk's Office
City Hall Room 300-A, 30 Church Street
Rochester, New York 14614-1285
www.cityofrochester.gov

ELECTION INSPECTOR PAYROLL PROCESSING

REQUEST FOR PROPOSAL

Issued: May 15, 2017

CITY CLERK'S OFFICE CONTACT: Hazel Washington, City Clerk, (585) 428-7545

PROPOSALS ARE DUE BY 11:00 on Tuesday, May 30

Sealed proposals are to be returned to the Office of the City Clerk, City Hall, 30 Church Street, Room 300-A, Rochester, NY 14614

Type of Contract: TERM CONTRACT, ONE YEAR, WITH OPTION FOR TWO RENEWALS FOR ONE YEAR EACH

Samples Requirement: UPON REQUEST

Descriptive Literature/Technical Data Requirement: PER SPECIFICATIONS

VENDORS: Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.

ELECTION INSPECTOR PAYROLL PROCESSING

1. SCOPE

The intent of this specification is to secure a professional services agreement with a contractor to provide Election Inspector Payroll Processing Services for the City of Rochester in 2017, with possibility of continued services in 2018 and 2019.

2. SPECIFICATIONS

2.1 Currently, the City of Rochester produces paychecks for Election Inspectors working in Monroe County. Between two and four elections are held annually; approximately 800 to 1,000 individuals are compensated each election. A small percentage of Election Inspectors are existing City employees. Approximately 20% of the individuals compensated will be different from payroll to payroll.

2.2 Tax Law indicates that the City is obligated to produce 1099s for all Election Inspectors earning more than $600 in any given year. This will become the responsibility of the contracted vendor.

2.3 The majority of Election Inspectors do not exceed the $600 tax ceiling in any given calendar year. It is expected that the total number of 1099s will be fewer than 50 in most years.

2.4 The vendor will be required to generate and return to the City all paychecks without postage, but otherwise ready for mailing (inserted in envelopes and sealed), within thirty days of the election as required by the law (timesheets will typically be provided to the Vendor no more than two weeks after the election is held). Vendor must also provide to the City with each payroll a register report including names, Social Security numbers, payment amounts, and check numbers.

2.5 The vendor will be required, from two to four times during the period July 2017 through June 2018, to accept 800-1000 hard copy completed and verified Election Inspector timesheets from the City (example attached) indicating Inspector name, Social Security number, address, hours worked, and amount to be paid.

2.6 At year end, the vendor shall provide the City with a report of all earnings and 1099s generated by January 31st of the following year.

2.7 Upon request of the City the vendor will be required to provide phone and email support, reprint current or past year 1099s, and stop payments and provide replacement checks.

2.8 Check Issuance Procedures. Vendor shall describe the controls and procedures for check issuance and the method used for funding, fraud prevention and stop payments. The City of Rochester issues checks drawn on its account with JPMorgan Chase and utilizes positive pay with payee verification.

2.9 Note any exceptions or qualifications to the specifications in your response. If no exceptions are noted, vendor quote is assumed to fully include all requirements.

2.10 The target date for implementation is the first Election Payroll of the current year, tentatively scheduled for September 2017. Vendor must certify that they can provide these services any time from September 2017 on. Indicate with your proposal what is the minimum notification lead time required from the City.

2.11 Because of potential issues with incorrect checks (i.e. wrong addresses, etc.), a re-print of someone's check may become necessary, therefore the vendor must have a facility that can provide immediate response to the City's need.

2.12 Upon request of the City, the vendor must provide satisfactory evidence that the vendor has experience in payroll processing as outlined in this specification, as a routine part of their business. Example of work and references may be required.

2.13 Vendors should submit a comprehensive proposal that addresses the City's requirements as stated in this RFP, services provided by the vendor and other information the vendor believes is important for the City to consider in its evaluation of proposals. Prices shall be submitted on the attached Proposal form. Other vendor information shall be included as a separate attachment.

3. PRICING

3.1 Prices quoted on the proposal page shall be the per-person/per-payroll cost.

3.2 Include all costs in price quote; no additional charges may be added once a contract has been issued.

4. DELIVERY

Delivery shall be FOB destination to the City Clerk's office.

5. CONTRACT PERIOD

This contract shall begin on date of award and end on June 30, 2018, with option of two one-year extensions.

6. BASIS OF AWARD

This is a professional services contract; therefore, the City reserves the right to award the contract to that vendor who provides the best combination of price and service to the City as requested in this RFP. Price shall be the primary but not the sole factor. The City reserves the right to make an award based upon what it believes to be in its best interests in meeting its needs.

7. PROFESSIONAL SERVICE AGREEMENT

The successful vendor will be required to enter into a Professional Services Agreement (PSA) with the City of Rochester. A sample form PSA is attached as Appendix B.

8. CONTRACT MODIFICATIONS

The City reserves the right to request modifications to the actual services to be provided under this contract, and/or to add additional related services that are required in order to meet the needs of the City during the term of the contract. Modifications and/or additions will be added to the contract based upon a cost that is negotiated and agreed to by both parties.

ELECTION INSPECTOR PAYROLL PROCESSING

P R O P O S A L

The undersigned vendor hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this Request for Proposals without exception unless exceptions are clearly noted in this proposal.

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	2-4 Election Inspector Payrolls Annually	Per Person/Per Payroll	$ _____
2.	Generate 1099 forms	Per 1099 Form	$ _____
3.	Stop payment/reprint checks	Per Reprint	$ _____
4.	Stop payment bank fee reimbursement	Per Stop Request	$ _____
5.	Reprint prior year 1099 forms	Per Reprint	$ _____
6.	Delivery fee	Per Delivery	$ _____
7.	Any other charges, per person:		
	Define. Put as many lines as needed:		
	_____		$_____
	_____		$_____

MINIMUM LEAD TIME FOR NOTIFICATION OF PAYROLL: _____

EXCEPTIONS TO THE SPECIFICATION

_____
_____
_____

_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company

P R O P O S A L

PRINT OR TYPE THE FOLLOWING INFORMATION:

_____
Name of Firm or Corporation

_____
Street Address

_____
City State Zip Code

_____ _____
Telephone / Fax No. Federal Employer Identification No.

_____
E-mail Address of Recipient of Contract Awards and Extensions

_____
Date

****

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

_____

Contract Term:_____

_____

Date: _____

A P P E N D I X A

EXAMPLE

ELECTION INSPECTOR PAYROLL PROCESSING

City of Rochester
City Clerk's Office
GENERAL ELECTION
PAYROLL FORM

POLL WORKER: Complete the following and return in the red security bag – PRINT LEGIBLY!

Social Security No. - **Required**

___ - ___ - ____

PARTY ENROLLMENT
(circle one)
D R

Last Name

Suffix

First Name

M.I.

Number

Street (**enter the entire street name, including Rd., St. or Ave.**)

Apt. No.

City/Town

Zip Code

Telephone Number

-

Payroll Summary

SERVICES PERFORMED

1) Hours worked: _____

2) I served as Site Chair of the election today:
(Circle one) YES NO

3) I both attended training AND passed the exam:
(Circle one) YES NO

OFFICE USE ONLY

1) $

2)

3)

$

(Total Gross)

Certifications

Poll Worker's Certification: I hereby certify that the items of said claim are in all respects correct, that the disbursements and services therein charged have been in fact made and rendered, and that no part thereof has been paid or satisfied and that the sum is now due and owing.

Signature _____ Date _____

Site Chair's Certification: I hereby certify that the poll worker named above has worked for the hours shown.

Signature _____ Date _____

APPENDIX B

SAMPLE PROFESSIONAL SERVICE AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement made as of _____, 20__ between the CITY OF ROCHESTER, a municipal corporation having offices at City Hall, 30 Church Street, Rochester, New York 14614, hereinafter referred to as the "City", and , having offices at , Rochester, New York 14 , hereinafter referred to as the "Consultant".

1. The Consultant's Services

The Consultant shall perform the following services in a professional and competent manner:

2. Term

The term of this Agreement shall commence _____and shall terminate_____.

3. Fee

The City shall pay and the Consultant shall accept as full payment for the services performed pursuant to this Agreement, a fee of $_____. The Consultant shall submit duly executed vouchers for payment on forms supplied by the City.

4. Authorized Agents

The City designates_____ and the Consultant designates_____ as authorized agents for all communications pursuant to this Agreement.

5. Compliance With All Laws

In performing services required by this Agreement, the Consultant and its agents or employees shall comply strictly with all federal, state and local laws, rules and regulations applicable to the performance of the services. Furthermore, each and every provision of law required to be inserted in this Agreement shall be deemed so inserted, and this Agreement shall be read and enforced as if such provisions were so inserted.

6. Equal Opportunity Employment

The Consultant shall not discriminate against any person in any aspect of hiring or employment on the basis of age, race, color, national origin, creed, disability, marital status, sex

or sexual orientation. In addition, the Consultant shall make a good faith effort to employ minority group persons and females. The Consultant shall post notices in conspicuous places in its workplace, and include language in any advertising or solicitation for employment, reflecting this non-discrimination policy. If the Consultant is found by any federal or state administrative agency or court to have discriminated as described above, this Agreement shall be terminated and the Consultant disqualified from performing services for the City until it has demonstrated compliance with this policy.

7. Living Wage Requirements

A. Applicability of Living Wage Requirements

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the "Rochester Living Wage Ordinance", in the event that payments by the City to the Consultant under this Agreement shall equal or exceed fifty thousand dollars ($50,000) during a period of one year. If this Agreement is amended to increase the amount payable hereunder to fifty thousand dollars ($50,000) or more during a period of one year, then any such amendment shall be subject to Section 8A-18.

B. Compliance

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City's website, at www.cityofrochester.gov. Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

C. Exemption

This section shall not apply to any of Consultant's employees who are compensated in accordance with the terms of a collective bargaining agreement.

8. Doing Business In Northern Ireland

The Consultant shall not do business in Northern Ireland without subscribing to the MacBride Principles.

9. Termination For Default

The City may terminate this Agreement in whole or in part if the Consultant defaults in performance of the services required hereunder. Upon termination, the City may take over the services to be performed and complete them in the manner the City deems best, solely in the

City's discretion, and the Consultant shall be liable to the City for any excess cost occasioned thereby.

10. Indemnification

The Consultant shall defend and indemnify the City against any and all lawsuits and liability resulting from the Consultant's intentionally wrongful or negligent acts or omissions arising out of the Consultant’s services under this Agreement, solely at the Consultant's expense.

11. Independent Contractor

The Consultant shall perform the services under this Agreement as an independent contractor. Neither the Consultant nor its agents or employees shall present themselves as officers or employees of the City. Neither the Consultant nor its agents or employees shall make any application for or claim to any right or privilege of an officer or employee of the City.

12. Prohibition Against Assignment, Transfer and Subcontracting

The Consultant shall not assign, transfer or dispose in any way any right or interest in this Agreement, and shall not subcontract any services to be performed under this Agreement.

13. Workers' Compensation and Disability Benefits Insurance

The Consultant shall obtain and maintain during the term of this Agreement such insurance as is required by the Workers' Compensation Law of the State of New York, if applicable to the Consultant. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage have been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Workers’ Compensation and/or Disability Benefits coverage is not required by submitting the current and required New York State Workers= Compensation Board=s form.

14. Audit

The Consultant shall provide the City, immediately upon the City's demand without prior notice during normal business hours, access to and copies of any books, records and papers, including computer tapes and programs, pertinent to performance of the services under this Agreement for three years after the termination of this Agreement, at no cost to the City.

15. Contract Deemed Executory

This Agreement shall be deemed executory only to the extent of the monies available for its purposes, and no liability shall be incurred by the City beyond the monies available for such purposes.

16. Extent Of Agreement

This Agreement constitutes the entire and integrated Agreement between the parties, and supersedes any and all prior proposals, negotiations and agreements, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party against whom the modification or amendment is sought to be enforced.

17. No-Waiver

In the event that the terms and conditions of this Agreement are not strictly enforced by the City, such non-enforcement shall not act as, or be deemed to act as, a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

18. Law

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

19. Severability

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall be valid and enforceable.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

CITY OF ROCHESTER

By: _____
Lovely A. Warren, Mayor

CONSULTANT

By: _____
Name:
Title:

STATE OF NEW YORK)

ELECTION INSPECTOR PAYROLL PROCESSING

COUNTY OF MONROE) SS:

On this _____day of _____, 20__, before me the subscriber, personally came LOVELY A. WARREN, known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the Deputy Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the _____ day of _____, 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public