

Request for Proposals

**PAYROLL SERVICES
REF #81816RFPBF**

LUZERNE COUNTY PENNSYLVANIA

DUE DATE

September 7, 2016 at 4:00 pm
Luzerne County Purchasing Department
Attention: Mr. Mark A. Zulkoski
Penn Place Office Building
20 North Pennsylvania Avenue
Wilkes-Barre, Pa 18711
570-820-6337
mark.zulkoski@luzernecounty.org

FIND US AT: www.luzernecounty.org/procurement

ATTENTION:

RFPs will be received weekdays between the hours of 9:00 AM to 4:00 PM only (excluding holidays).
All RFPs must be delivered by the time stated in the bid packet.
All RFPs must be delivered to the:

Luzerne County Purchasing Department
20 North Pennsylvania Avenue
Suite 203
Wilkes Barre, PA 18711

Failure to follow these instructions will result in RFP rejection.

Any questions in regard to the RFP package, please contact Mark Zulkoski
At 570 - 820 -6337 or markzulkoski@luzernecounty.org.

ATTENTION

YOU MUST PRINT THE BELOW ADDRESS AND RFP INFORMATION AND AFFIX TO THE OUTSIDE OF YOUR RFP ENVELOPE. THE RFP WILL NOT BE ACCEPTED IF THIS INFORMATION IS NOT PROVIDED.



**Luzerne County
Purchasing Department
Penn Place Bldg.
Suite 203
20 N. Penn Ave.
Wilkes-Barre, PA 18711**

**All RFP returns must have this label attached
With the name and reference number of
the RFP to the outside of the return envelope
(UPS, FEDEX, etc.) or it will be rejected.**

**RFP Name _____
Company name _____
Reference # _____**

House to Penn Place. It is the Responders responsibility to get their RFP packets to the Purchasing Department by the time specified. It is the Responders responsibility to get their RFP packets to the PURCHASING DEPARTMENT by the time specified. LUZERNE COUNTY WILL NOT BE RESPONSIBLE FOR LATE OR MISDIRECTED MAIL.

General Instructions to Respondents

1. All prices shall include delivery. Orders only placed, after receipt of a formal purchase order issued by the purchasing department.
2. Any alterations, erasures, additions to or omissions of required information, or change of specifications or bidding schedule, is done at the risk of the responder and may result in rejection of his/her RFP. In case a responder finds discrepancies or omissions, or is in doubt as to the meaning of the specifications of bidding schedule, he/she should at once notify the Luzerne County Purchasing Department, who will reply to such questions in official supplement and copies will be sent simultaneously to all responders.
3. All responders are responsible to see that their names appear in the purchasing department office on the form recording the names of prospective responders, so that the responders are assured of receiving pertinent bulletins which may be issued before the RFP's are opened.
4. All responders must be recognized dealers in the materials specified and qualified to advise in its application of use. The responders at any time requested, must satisfy the County Manager and administrative officers that they have the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which responder is interested.
5. Submitting a proposal when it is intended to sublet the contract is cause for rejection of your RFP, or cancellation of the contract, unless approval is given in writing by Luzerne County prior to the RFP opening.
6. It is agreed by the parties hereto that wherever the word "purchasing agent" or the pronoun in place thereof occurs in the articles of agreement of specifications, it is hereby expressly understood that the Purchasing Agent is acting only under the authority of and subject to the approval of the county manager and administrative officers.
7. In case of error in the extension of prices, the unit price shall govern.
8. The contract will not be awarded to any corporation, firm, or individual who has failed in any former contract with Luzerne County to perform work or delivery of guarantee or the time consumed in the completion.
9. It is expressly understood and agreed that the inspection of materials and workmanship by the purchasing or issuing department will in no way lessen the responsibility of the contractor or release him/her from obligations to perform and deliver to the county satisfactory work and materials. The contractor agrees to pay the cost of all tests for defective materials and to allow the cost to be deducted from any money due him/her from the county otherwise bondsmen in this case are liable for satisfactory completion of the contract.
10. When the contract has been duly signed and the contract bond covering the same approved, then and not before, the contractor may secure instructions from the purchasing agent pertaining to the procedure of the work or delivery.
11. If more than one RFP is offered by any one party or in the name of his/her clerk, partners or other person, all such bids may be rejected. However, a party who has quoted prices on materials to a responder is not thereby disqualified from quoting prices on materials to other responders or from submitting a RFP directly for the materials or work.
12. The County Manager and administrative officers reserve the right to reject any and all RFP's or specifications when deemed to the best interests of the County

- and also to purchase any part or none of the materials specified. The Luzerne County Manager may cancel the award at any time before execution of the contract.
13. All terms, rebates and discounts shall be considered to be offered effective as of the date of payment by the County notwithstanding anything to the contrary expressed by the responder in his/her RFP.
 14. The County will reject all materials that do not meet the specifications even though the responders list the trade names of such materials on the proposal sheet.
 15. The material and equipment shall be delivered to the county of Luzerne, Pennsylvania. All prices quoted shall be f.o.b., Luzerne County Court House, or point of destination within Luzerne County.
 16. The party or parties bidding upon this proposal to whom the award or awards are made may be required to enter into a contract with the County of Luzerne within sixty (60) days of notification by the Purchasing Agent. Failure to do so, the award may be cancelled. (and the check submitted shall be forfeited and become the absolute property of the County of Luzerne. It is also understood the successful responder that if, he or they, under the conditions herein imposed relinquish absolutely all right to recover said amount or any part thereof by suit or mandamus.)
 17. The responder or responders to whom the contract is awarded agrees to relinquish the County of Luzerne from all suits or action of any nature or description brought against them for or on account of the use of patents, appliances, products or processes.
 18. The County Manager and administrative officers, however, at their discretion, may extend the time for the completion of this contract, if prevented by strikes of employees or by reason of it being impossible to procure the necessary material, equipment, etc.
 19. All RFP's must be made on proposal blanks attached to these specifications and made part thereof, and must be enclosed in sealed envelope/package directed to the Luzerne County Purchasing Department. Attached labels must be placed upon outside of said envelope/package, failure to do so may result in rejection of submitted RFP.
 20. Responders must write or print the figures in ink or typewritten.
 21. A proposal which is incomplete, obscure, conditional or unbalanced or which contains additions not called for or irregularities of any kind. or alterations may be rejected.
 22. Luzerne County reserves the right for the Luzerne County and/or the Luzerne County Manager and/or their respective designees to perform financial and/or performance audits on any purchase, sale, award, contract or other transactions involving Luzerne County. Therefore, any party to a purchase, sale, award, contract or other transaction involving Luzerne County must grant to the Luzerne County Controller and/or the Luzerne County Manager and/or their respective designees reasonable access to any property and/or equipment purchased in whole or in part with Luzerne County funds and must grant reasonable access for review, inspection and reproduction of any and all financial, employment and/or other records of the vendor, contractor, subcontractor or other entity deemed relevant by the Luzerne County Controller and/or Luzerne County Manager.
 23. With respect to responders that are permitted to provide certified checks, cashier's checks and/or trust company treasurer's checks in lieu of a bid bond, such checks shall be returned to unsuccessful responders within thirty (30) days

following the award of the RFP and will not be cashed. Luzerne County may deposit the check of the successful responder and may retain such funds until the successful responder enters into an agreement with Luzerne County to fulfill the RFP on the terms submitted by that responder. With respect to successful responders that are permitted to provide certified checks, cashier's checks an/or trust company treasurer's checks in lieu of a performance bond, such checks may be cashed and retained by Luzerne County pending the responders full and faithful performance of the RFP.

Notice to Responders

Sealed RFP proposals must be submitted to the Luzerne County Purchasing
Department, c/o Mark A. Zulkoski,
20 North Pennsylvania Avenue, Wilkes Barre, PA 18711 by **4:00 p.m. (prevailing
time) September 7, 2016 for Payroll Services Ref #8816RFPBF**

RFP's will be opened in the Luzerne County Purchasing Department.

RFP packages may be obtained at the offices of Luzerne Purchasing Department in the Penn Place Building, 20 North Pennsylvania Avenue, Wilkes Barre, PA 18711, and on the website at www.luzernecounty.org.

Mark Zulkoski is the only contact for this project. Contacting other County Officials, Council Members, or Staff Members as part of this process is not actable and is grounds for elimination from consideration.

RFP's will be received weekdays between the hours of 9:00 am to 4:00 pm only (excluding holidays).

Failure to follow these instructions may result in RFP rejection.

The attached labels must be affixed to the outside of the mailing envelope or the RFP will not be accepted.

Respondents who use USPS service please note:

The Post Office does not deliver mail directly to Penn Place. You should allow additional time for your RFP to be forwarded from the Court House to Penn Place.

It is the Responders responsibility to get their RFP packets to the purchasing office by the time specified.

Luzerne County will not be responsible for late or misdirected mail.

The responder must honor the prices for a period of one (1) year from the date of the execution of the contract and/or as negotiated and provide for in the contract agreement. by signing and submitting a RFP, each bidder shall be deemed to have consented in writing that the RFP may be awarded and shall remain open up to sixty (60) days of the RFP opening.

the County of Luzerne does not discriminate on the basis of race, color, national origin, sex, religion, age, family, and handicapped status in employment or the provision of services.

The County of Luzerne is an equal opportunity employer.

Luzerne County manager reserves the right to reject any or all RFP's, or any part or items of the RFP's.

Luzerne County advertisement published by the order of

C. David Pedri, Esq.
County Manager

Luzerne County
Request for Proposal
For
Payroll Service
Ref #81816RFPBF

Luzerne County invites qualified vendors to submit responses to its Request for Proposal (RFP) to furnish Payroll Services.

The project scope, content of proposal, and vendor selection process are summarized in the attached RFP. Proposals must be received no later than 4:00 p.m. on September 7, 2016. All responses must be in a sealed envelope and have "BID NAME "Payroll Service" clearly marked on the outer most mailing envelope. Please submit one original and 3 copies of the proposal as follows:

Mail or Hand Deliver To:

Luzerne County Purchasing
Attn: Mark Zulkoski, Director
20 North Pennsylvania Avenue
Suite 203
Wilkes-Barre, PA 18711

Proposals will not be accepted after the date and time stated above. Incomplete proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the County to award a contract, nor is the County liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

Background Information:

Luzerne County employs approximately 1,400 full time employees. Employees are currently paid on a bi-weekly basis and are considered exempt or non-exempt under the Fair Labor Act. Different work schedules are utilized depending on the department. Overtime is accrued in accordance with the Fair Labor Standards Act, and as otherwise permitted through Authority policy. Employees report to work at several facilities scattered throughout the County.

Payroll services, time keeping and benefits are currently administered by the County Budget and Finance Department. The County currently uses Kronos for time keeping and needs this to interface with the proposed software solution.

Scope of Services:

We are seeking proposals for a comprehensive payroll system for Luzerne County including, but not limited to:

1. Employee and Payroll Set Up
 - a) Establish records for each employee including designating proper salary, deductions, taxation, accruals, union representation group, additional pay, and benefits.
 - b) Set up electronic timekeeping system, that allows Manager's online access and approval.
 - c) Set up payroll policies according to union contracts (including benefits, accruals, overtime, special assignment pay, holidays, etc)
 - d) Consolidate payroll so that no employees are pre-paid and all are paid on a minimum one week lag.
 - e) Coordinate payroll rollout to get from current to new pay schedule.

2. Payroll Processing
 - a) Process bi-weekly payroll.
 - b) Set up mandatory and optional deductions, pre tax or after tax (deferred compensation, union dues, additional life, dependent care, Garnishments, Levies, Child/Spouse Support, etc) deducted from employees and paid to the appropriate vendor.
 - c) Print and distribute checks or check stubs or direct deposit vouchers.
 - d) Electronic transfer or direct deposit file to bank(s)
 - e) Bi-weekly, quarterly and annual tax filing and reconciliation.
 - f) W-2 and W-2c preparation and filing.
 - g) Remittance of all taxes and deductions to the appropriate tax agencies and vendors.
 - h) Integration with County's time & attendance system.
 - i) Dedicated support person. Average tenure of support staff?
 - j) PA local tax administration.

3. Reports

- a) Payroll tax filing and remittance
- b) Bi-weekly Payroll Register including summary of benefits and other pertinent payroll reports.
- c) On-line access to County management of payroll statements, benefits and accrual records.
- d) Deduction, add pays and benefit reports.

4. Other Miscellaneous Services

- a) Employee self-service for items such as address change, W4 elections, and direct deposit changes.
- b) Leave credits, accruals and usage (vacation/sick leave/etc.) tracked within payroll and printed on the employee paycheck stub.
- c) Remittance of union dues to appropriate Union shop.
- d) Process payment to vendors for health, dental and eyeglass insurance premiums.
- e) Process deductions for Deferred Comp 457, transmit file and payment to vendors.
- f) Process garnishments/withholdings, transmit file and payment to state.
- g) PERS reporting and compliance with agency's tax laws.
- h) The payroll system should be able to rollover the accrual balances from one calendar year to the next. The system should also be able to award accruals based on the number of years employed and the job classification.

5. Security

- a) Describe the process and systems employed by your company to safeguard data accessed or submitted by the County which resides in your network.
- b) Describe the levels of security in the system at user, location, device and application levels.
- c) SSAE16 compliant?

Submission Requirements:

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

1. Contractor Identification: Provide the name of the firm, the firm's principle place of business, name and telephone number of the contact person and company tax identification number.
2. The term of the contract will be for three (3) years. Two (2) contract extensions of one (1) year may be executed at the option of the County.
3. Qualifications: The following are the minimum qualifications required for a firm to be considered as a potential provider of services to the Authority.
 - a) The firm must disclose any conflicts of interest which would prevent it from representing the County, or which might prevent it from representing the County without the County's informed written consent.
 - b) The firm must have substantial knowledge and experience in the area described in the scope of work outlined in this Request for Proposal.
4. Client References: Provide a minimum of three client references. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction.
5. Price Proposal: The proposal shall include an itemized pricing for all services, including set up, bi-weekly payroll, and annual report preparation. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet.
6. Contract Termination: If your organization has had a contract terminated in the last five years, describe such incident. Termination for default is defined as a notice to stop performance due to the vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Other Requirements:

- 1) Indemnification: Contractor shall defend, hold harmless and indemnify the County, and its respective Council, staff, employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of the Contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.
- 2) Insurance: The selected contractor will be required to maintain general liability insurance in the minimum amount of \$1,000,000. The firm shall provide an original Certificate of Insurance evidencing the required coverage.
- 3) Business License: All contractors must comply with all city, state and federal business licensing. The selected contractor will be required to provide proof of current licensures.

Questions:

Questions regarding this RFP or the need for additional data or information should be submitted in writing by email to mark.zulkoski@luzernecounty.org no later than 4:00 PM EST on July 31, 2016. The County will attempt to answer any questions after this date but cannot guarantee a response. Under no circumstances will the issuance of a question or the request for information extend the September 16, 2016 due date for the proposal. The County reserves the right to share information gleaned from the questions to all individuals interested in providing a proposal.

Award Criteria:

The County will select the firm which is determined to be the best qualified for the project and most advantageous to the County. Criteria used to make this determination will include, but not necessarily be limited to, and are not shown in order of importance, professional qualification and expertise, price, and ability to complete the task in a timely manner. The County reserves the right to negotiate with all parties submitting proposals. All agreements shall be governed by the Luzerne County Home Rue Charter and the laws of the Commonwealth of Pennsylvania, and the venue for any legal action will be the Luzerne County Court of Common Pleas.

NO portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desire to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed contractor. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his / her subcontractor(s) and shall assure compliance with all requirements of the contract.

Luzerne County reserves the right to reject any and all proposals and the right to waive any informalities or irregularities in the RFP.

Addenda:

The County specifically reserves the right to amend this RFP to address any issue up until September 9, 2016. All Addenda amendments will be posted on the County website at www.luzernecounty.org/procurement.

Conflict Of Interest:

Information on the conflicts of interest should be provided to the County. Such information will be taken into account in making a decision on the selection of the winning proposal. Should a conflict of interest arise during the RFP process, the interested party shall immediately advise the County of such conflict.

Affidavit Of Non-Collusion:

An Affidavit of Non-Collusion must be executed and submitted with the proposal.

Responders Signature Form

Responder _____

Proposal must be signed here _____

Address _____

Telephone number _____

Individual Partnership or Corporation

The responder certifies that they come under the class checked below:

Please insert names:

A. Individual owner _____

B. Partnership partners _____

C. Corporation _____

Exact name of corporation

State incorporated

Note:

All county proposals under the jurisdiction of Luzerne County Manager and Luzerne County Correctional Facility are furnished in duplicate. One copy of the proposal is to be filled out and submitted with the bid and the remaining copy to be retained for the responders records.

Proposals should be as net prices and shall prevail in the awarding of contracts.

Failure of the responders to sign the bid and have the signature of an authorized representative or agent on the proposal in the space provided, will be cause for rejection of the proposal. Signatures must be written in ink. Typed, printed or stamped signatures will not be accepted.

It is understood by both the county and responders that all trade names, catalogue numbers or bids "as per sample" offered on this proposal shall meet the specifications, unless the responder states that such trade names, catalogue numbers or samples are not equal to the specified item.

Return to Purchasing Department

Non Collusion Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) She/He is the _____ (owner, partner, officer, representative or agent) of the Bidder that had submitted the attached proposal.
- (2) She/He is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal
- (3) Such proposal is genuine and is not part of any conspiracy, collusion or deception.
- (4) Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other responder, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached bid has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other responder, or to fix any overhead, profit or cost element for the prices or the proposal price of any responder, or to secure through any collusion, conspiracy connivance or unlawful agreement any advantage against the any person interested in the proposed contract; and the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (5) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.
- (6) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a responder/proposer or potential proposer, and they will not be disclosed before proposal opening.
- (7) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than its proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

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

(9) The above representations are material and important, and will be relied on by Luzerne County in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Luzerne County of the true facts relating to the submission of proposals for this contract.

(Signed) _____

(Name)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20_____

Name

Title

My commission expires _____