

**TOWN OF MORRISTOWN**

**Finance Department**

**Request for Proposal**

**for**

**Payroll Services**

**June 2018**

**Proposals to be received Tuesday, July 18, 2018 by 4:00pm**

**Specifications prepared by:**

**Frank Mason, Purchasing Agent /Chief Financial Officer  
Finance Department  
(973)-292-6661**

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## REQUEST FOR PROPOSALS TOWN OF MORRISTOWN

**PROJECT:** PAYROLL SERVICES

**DEPARTMENT:** FINANCE DEPARTMENT

Sealed proposals, pursuant to N.J.S.A. 40A:11-4.1 et seq., will be received by the Purchasing Agent of the Town of Morristown, Morris County, New Jersey by 4:00pm prevailing time, Tuesday, July 18, 2018, Administration, Room 239, Town Hall, 200 South Street, Morristown NJ 07960 for:

### PAYROLL SERVICES

in accordance with the Request For Proposal forms for same, which may be obtained at the office of the Finance Department, 200 South Street, Morristown NJ 07963, during regular business hours, 8:30 am – 4:30 pm, Monday – Friday.

Sealed proposals shall be **addressed to FRANK MASON, PURCHASING AGENT, 200 SOUTH STREET, MORRISTOWN, NJ 07963.** Proposals must be enclosed in a properly SEALED envelope bearing on the outside the name of the vendor and the **NATURE OF THE PROPOSAL CONTAINED THEREIN.**

Consultants and/or firms shall comply with the provisions of the following laws of New Jersey: N.J.S.A. 52:25-24.2 (Corporation and/or Partnership Owner Information); N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action) and N.J.S.A. 52:32-44 (Business Registration) and any subsequent amendments thereto.

The Council reserves the right to reject all proposals, waive any minor defects, and in the case of a tie, award on the basis of reasonable grounds, or accept the proposal that in its judgment will be for the best interests of the Town of Morristown, and consider proposals for sixty (60) days after their receipt.

No charge shall be made or recovery had for publishing any official advertising unaccompanied by such statement of price.

FRANK MASON  
Purchasing Agent

**PROPOSAL FORM**

**FROM:** \_\_\_\_\_

(Vendor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Date)

**TO:** TOWN OF  
MORRISTOWN  
200 SOUTH STREET  
MORRISTOWN, NEW JERSEY 07963

The undersigned being familiar with the Specifications for:

**PAYROLL SERVICES**

including the Notice to Vendors, Instructions to Vendors, all Proposal forms, and Addenda (if any) thereto, as prepared by the Finance Department hereby proposes to furnish, in compliance with the provisions thereof, all labor, materials and services required to construct said project and/or provide such product and/or service.

In submitting this proposal, it is understood that the unrestricted right is reserved by the Council for the Town of Morristown to reject any and all proposals. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the date of opening of the Proposals, the undersigned will within ten (10) days after the date of such notice, execute and deliver the necessary Contract Documents as provided herein.

We, the undersigned, propose to furnish and deliver for PAYROLL SERVICES pursuant to this proposal for the prices entered below:

| <b>Item No.</b> | <b>Description</b> | <b>Quantity</b> | <b>Unit</b> | <b>Price</b> |
|-----------------|--------------------|-----------------|-------------|--------------|
|-----------------|--------------------|-----------------|-------------|--------------|

Bi-weekly Payroll Processing Services A.

|  |   |   |             |       |
|--|---|---|-------------|-------|
|  | Estimated total fees for each payroll processed | 1 | per payroll | _____ |
|--|---|---|-------------|-------|

|  |                         |                      |       |
|--|-------------------------|----------------------|-------|
| B. Estimated annualized fees               | 1                       | (26 pay periods x A) | _____ |
| <u>Additional Tax Jurisdiction</u>         |                         |                      |       |
| C. Estimated total fees per month          | 1                       | per payroll          | _____ |
| D. Estimated annualized fees               | 1                       | (12 months x C)      | _____ |
| <u>Human Resources Component</u>           |                         |                      |       |
| E. Estimated total fees per month          | 1                       | per month            | _____ |
| F. Estimated annualized fees               | 1                       | (12 months x E)      | _____ |
| <u>Year End Services</u>                   |                         |                      |       |
| G. Estimated year-end fee                  | 1                       | per year             | _____ |
| <u>Service and System Implementation</u>   |                         |                      |       |
| H. Estimated one-time implementation fee   | 1                       | each                 | _____ |
| <u>Additional Services (if applicable)</u> |                         |                      |       |
| I. New hire reporting                      | per event               | each                 | _____ |
| J. Pay voids                               | per event               | each                 | _____ |
| K. Reverse wire fees                       | per event               | each                 | _____ |
| L. Employee direct deposit                 | per event reversals     | each                 | _____ |
| M. Previous quarter adjustments            | per event               | each                 | _____ |
| N. Amended tax returns                     | per event               | each                 | _____ |
| O. Amended forms W-2C and W-3C             | per event               | each                 | _____ |
| P. Electronic submission of                | per event pay data to   | each                 | _____ |
|  | bank for reconciliation |                      |       |
| Q. Garnishment remittance                  | per event               | each                 | _____ |
| R. Additional report design costs          | per event               | each                 | _____ |
| S. Additional history transfer             | per year up to 6        | each                 | _____ |
|  | years                   |                      |       |
| T. Additional on-site training             | per hour                | each                 | _____ |
| U. Additional training                     | per hour                | each                 | _____ |
| V. Six (6) calendar months access          | per month to data at    | each                 | _____ |
|  | conclusion of contract  |                      |       |

- W. Additional month(s) access to \_\_\_\_\_  
data at conclusion of contract per month each
- X. Maximum # of months access \_\_\_\_\_  
from conclusion of contract total number of months

The project is to be delivered complete by the vendor as a result of performing the work in accordance with the specifications and as shown on the plans, if any.

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**  
**(N.J.S.A. 40A:11-23.1.a)**

The undersigned Vendor hereby acknowledges receipt of the following Addenda:

| <u>Addendum Number</u> | <u>Dated</u> | <u>Acknowledge Receipt</u><br>(initial) |
|------------------------|--------------|---|
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |

**IF NONE, CHECK HERE:**     **No addenda were received**

Acknowledged for: \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

We acknowledge that the Town may award a contract or reject all proposals at its sole discretion.

We further acknowledge that, if an award is to be made, the award shall be based on analysis of proposals and meeting of expectations, as may be chosen by the Town.

We declare that the entire unit, complete with all accessories and alternates, fully complies with all prevailing federal, state and local regulations.

We further declare that we have carefully examined the Instructions to Vendors and request for proposal, herein referred to and propose to furnish and deliver all necessary materials specified and in the manner and time prescribed.

We further agree to enter into a contract with the Town of Morristown to furnish and deliver the project described in this proposal within the time limits contained in the proposal.

We (I) certify the address below to be our true address to which notice of acceptance of proposal may be mailed, telegraphed, or delivered.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
FEDERAL ID # OR SOCIAL SECURITY #

\_\_\_\_\_  
BUSINESS LOCATION ADDRESS  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_  
TYPE OR PRINT NAME AND TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUSINESS REGISTRATION SEQUENCE NUMBER  
[see section VII – H]

DELIVERY/MAILING ADDRESS (IF DIFFERENT THAN BUSINESS LOCATION)

**TOWN OF MORRISTOWN Vendor's Checklist (N.J.S.A. 40A:11-23.1.b, NJSA 40A:11-23.2.e)**

| <b>Required</b>          | <b>Read, Signed by Owner</b>                 | <b>and Submitted or</b> | <b>Initial</b>                 |
|--------------------------|--|-------------------------|--------------------------------|
|                          |  |                         | <b>acknowledge compliance</b>  |
| <input type="checkbox"/> | Proposal Form                                |                         | <input type="checkbox"/> _____ |
| <input type="checkbox"/> | Business Registration Certificate            |                         | <input type="checkbox"/> _____ |
| <input type="checkbox"/> | Stockholder Disclosure Certification         |                         | <input type="checkbox"/> _____ |
| <input type="checkbox"/> | Vendor's Questionnaire                       |                         | <input type="checkbox"/> _____ |
| <input type="checkbox"/> | Vendor's Affidavit                           |                         | <input type="checkbox"/> _____ |
| <input type="checkbox"/> | Non-Collusion Affidavit                      |                         | <input type="checkbox"/> _____ |
| <input type="checkbox"/> | Affirmative Action Regulations Certification |                         | <input type="checkbox"/> _____ |
| <input type="checkbox"/> | Vendor's Checklist                           |                         | <input type="checkbox"/> _____ |
| <input type="checkbox"/> | Disclosure of Investment Activities in Iran  |                         | <input type="checkbox"/> _____ |

| <b>Provided by</b>       | <b>Owner</b>   | <b>Reviewed</b>          | <b>Initial</b> |
|--------------------------|--|--------------------------|----------------|
| <input type="checkbox"/> | Insurance Requirements and Hold Harmless Language            | <input type="checkbox"/> | _____          |
| <input type="checkbox"/> | Mandatory Affirmative Action Language (Exhibits A)           | <input type="checkbox"/> | _____          |
| <input type="checkbox"/> | Americans with Disabilities Act of 1990 Language (Exhibit B) | <input type="checkbox"/> | _____          |

**STOCKHOLDER DISCLOSURE CERTIFICATION (N.J.S.A. 52:25-24.2)**

**This Statement Shall Be Included with Proposal Submission**

This information must be provided on this page or attached to this page, or a certification must be submitted that such disclosure does not apply to this vendor.

**Name of Business:** \_\_\_\_\_

**CHECK ONE:**

I certify that the list below contains the names and home addresses of all stockholders, shareholders or members of partnerships holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder, shareholder or member of partnership owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation       | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited           | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Liability Company |  |

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

**Stockholders/Shareholders/Members of Partnerships:**

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Notary Public)

(Print name & title of affiant) My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Corporate Seal)

## VENDOR QUESTIONNAIRE

The signatory of this PROPOSAL guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years have you been in business under your present business name? \_\_\_\_\_

2. List any other contracts of a similar nature that your organization has completed within the past three years. Include the following information at minimum for each contract: Name and address of owner; contact person; type of contract; contract price and duration.

\_\_\_\_\_  
\_\_\_\_\_

3. Have you, your company, or any organization of which you have been a responsible officer or agent ever failed to complete any work or project contract awarded to you? If so, where, when and why?

\_\_\_\_\_  
\_\_\_\_\_

4. Have you, your company, or any organization of which you have been a responsible officer or agent ever defaulted on a contract? If so, when, where and why?

\_\_\_\_\_  
\_\_\_\_\_

5. Has your company ever been adjudged bankrupt, or been subject to a receivership, or an order of reorganization? If so, when, where and why?

\_\_\_\_\_  
\_\_\_\_\_

VENDOR: \_\_\_\_\_ SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**VENDOR'S AFFIDAVIT**

STATE OF \_\_\_\_\_ }

SS:

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, being duly sworn, depose and say that I reside at \_\_\_\_\_, that I am the (title) \_\_\_\_\_ who signed the above Proposal, that I was duly authorized to sign the Proposal, that the Proposal is a true offer of the Vendor, that the seal attached is the seal of the Vendor, and that all declarations and statements contained in the Proposal are true to the best of my knowledge and belief.

VENDOR COMPANY NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Sworn to and subscribed

before me this \_\_\_\_\_ day

of \_\_\_\_\_ 20\_\_\_\_ .

\_\_\_\_\_  
Notary Public

My commission expires

\_\_\_\_\_

**NON-COLLUSION AFFIDAVIT  
(N.J.S.A. 52:34-15)**

STATE OF NEW JERSEY

SS:

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, residing in \_\_\_\_\_,

County of \_\_\_\_\_, State of \_\_\_\_\_, of full age, being first  
duly sworn according to law, on my oath depose and say that:

I am the \_\_\_\_\_ (title or position) of  
\_\_\_\_\_ (name of firm), the vendor making this proposal for the  
Payroll Services, and that I executed the proposal with full authority to do so; that said Vendor  
has not, directly or indirectly, entered into any agreement, participated in any collusion, or  
otherwise taken any action in restraint of free, competitive bidding in connection with the above-  
named project; and that all statements contained in said Proposal and in this affidavit are true and  
correct, and made with full knowledge that the TOWN OF MORRISTOWN relies upon the truth  
of the statements contained in said Proposal and in the statements contained in this affidavit in  
awarding the contract for the said project.

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

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Sworn to and subscribed

before me this  
\_\_\_\_\_ day of

\_\_\_\_\_  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

**AFFIRMATIVE ACTION REGULATIONS  
NJSA 10:5-31 and NJAC 17:27**

**A. PROFESSIONAL, GOODS AND SERVICE CONTRACTS** - The successful vendor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents as forms of evidence:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (*good for one year from date of letter*); OR
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with NJAC 17:24-4; OR
3. An Employee Information Report (*Form AA302*) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with NJAC 17:27-4. The successful vendor must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts. The Public Agency copy is submitted to the public agency, the vendor copy is retained by the vendor.

**B. CONSTRUCTION CONTRACTS** – After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with NJAC 17:27-7.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence. The undersigned vendor further understands that his/her proposal shall be rejected as nonresponsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Sworn to and subscribed

before me this \_\_\_\_\_ day

of \_\_\_\_\_ 20\_\_\_\_ .

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public

My commission expires  
\_\_\_\_\_

**Town of Morristown  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Request for Proposal Payroll Services

Company Name: \_\_\_\_\_

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of Treasury ("Department") as a person or entity engaging in investment activities in Iran. If the Department Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:**

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

**AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make BOTH of the above certifications because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the Town of Morristown under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

**THOROUGH ANSWERS TO EACH QUESTION MUST BE PROVIDED, ATTACH ADDITIONAL PAGES IF NECESSARY.**

Name: \_\_\_\_\_

Relationship to Bidder: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_

Anticipated Cessation Date: \_\_\_\_\_

Bidder Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Town of Morristown is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Town of Morristown to notify the Town of Morristown in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Town of Morristown and that the Town of Morristown at its option may declare any contract(s) resulting from this certification void and unenforceable.**

Full Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## INSTRUCTIONS TO VENDORS

### I. SUBMISSION OF PROPOSALS

- A. The Town of Morristown, Morris County, New Jersey (hereinafter referred to as "Owner") invites sealed proposals in accordance with the public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Vendors, and at such time and place will be publicly opened and read aloud.
- C. One (1) original of proposal shall be submitted, in a sealed envelope: (1) addressed to the OWNER, (2) bearing the name and address of the vendor written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title "PAYROLL SERVICES".
- D. It is the vendor's responsibility to see that proposals are presented to the OWNER on the hour and at the place designated. Proposals may be hand delivered or mailed; however, the OWNER disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in section C, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.
- E. Sealed proposals forwarded to the OWNER before the time of opening of proposals may be withdrawn upon written application of the vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine printed. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the person signing the proposal.
- G. Each proposal form must give the full business address, mailing address if different, business phone, fax, e-mail if available, the contact person of the vendor and be signed by an authorized representative as follows:

- Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Proposals by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Vendor should be aware of the following statutes that represent “Truth in Contracting” laws:
- NJSA 2C:21-34, et seq. governs false claims and representations by vendors. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - NJSA 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - NJSA 2C:27-11 provides that a vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - Vendor should consult the statutes or legal counsel for further information.
- I. Vendors shall insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. **All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the OWNER.** As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor’s convenience.
- J. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

## II. INTERPRETATION AND ADDENDA

- A. The vendor understands and agrees that its proposal is submitted on the basis of the specifications prepared by the OWNER. The vendor accepts the obligation to become familiar with these specifications.
- B. Vendors are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by vendors should be promptly reported in writing to the appropriate official. Any prospective vendor who wishes to challenge a proposal specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to **NJSA 40A:11-13**. In the event the vendor fails to notify the OWNER of such ambiguities, errors or omissions, the vendor shall be bound by the requirements of the specifications and the vendor’s submitted proposal.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any vendor. Such request shall be in writing, addressed to the OWNER’S representative stipulated in the specification. In order to be given consideration, written requests for interpretation must be received at least seven (7) business days prior to the date fixed for the opening of the proposal.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective vendors, in accordance with **N.J.S.A. 40A:11-23**. All

addenda so issued shall become part of the specification and proposal documents, and shall be acknowledged by the vendor in the proposal . The OWNER'S interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a proposal package pursuant to NJSA 40A:1123c.1.

**D. Discrepancies in Proposals**

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

**III. BRAND NAMES, PATENTS, STANDARDS OF QUALITY AND PERFORMANCE**

- A. Brand names and/or descriptions used in these specifications are to acquaint vendors with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the vendor on a separate sheet and submitted with the proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the vendor, it will be presumed and required that the goods and services as described in the proposal/ specification be provided or performed.
- C. It is the responsibility of the vendor to document and/or demonstrate the equivalency of the goods and services offered. The OWNER reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its proposal, the vendor certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful vendor shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the OWNER harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to **N.J.S.A. 40A:11-18**.
- F. Wherever practical and economical to the OWNER, and whenever appropriate for the types of equipment or materials being supplied, it is desired that recycled or recyclable products be provided. However, no such recycled or recyclable materials shall be used in any vehicle, equipment, or construction project without the specific approval of the OWNER.
- G. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

**IV. INSURANCE AND INDEMNIFICATION**

**A. Types and Amounts of Required Insurance**

The Vendor shall maintain insurance of the types marked by  below. The minimum amounts of insurance to be carried by the Vendor during the life of the contract shall be as listed.

- a. Workers' Compensation and Employer's Liability Insurance

Workers' Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to **NJSA 34:15-12(a) and NJAC 12:235-1.6**. Each subcontractor shall provide Workers' Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered by the protection afforded by Contractor's insurance.

Employers Liability Insurance shall have limits not less than \$500,000 per accident, or \$100,000 per claim.

- b. Public Personal Injury Liability and Property Damage Liability Insurance, including contingent liability, contractual liability and completed operations liability insurance.

The policies shall remain in effect until all work has been completed. The Vendor shall ascertain the cost of all required insurance before preparing and submitting the proposal.

### **B. Certificates of the Required Insurance**

Certificates of Insurance for those policies required above shall be submitted before the contract can be prepared. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the OWNER as an additional insured.

The certificate of insurance furnished by the Vendor shall specify that the indemnification below is guaranteed by the policy. The certificate shall also state that the Vendor's insurance for public personal injury liability and property damage liability (in paragraph b. above) and automobile liability (in paragraph c. above) names the Town of Morristown as an additional named insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

All of the Vendor's insurance coverage shall contain a clause requiring the insurance company to notify the Town at least 30 days prior to cancellation of any policy.

### **C. Indemnification**

Successful vendor shall indemnify and hold harmless the OWNER, its officers, agents, and employees, from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the contractor, its agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under this contract.

### **D. Subletting**

If any work is sublet, each subcontractor shall provide the same types and limits of insurance as required in a, b, and c, above by the contractor, unless the subcontractors are covered under the contractor's insurance.

## **V. PREPARATION OF PROPOSALS**

- A. The OWNER is exempt from any local, state or federal sales, use or excise tax (**N.J.S.A. 54:32B-9**).

- B. Estimated Quantities (Open-End Contracts): The OWNER has attempted to identify the item(s) and the estimated amounts of each item proposal to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for proposal. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to **NJAC 5:30-11.2 and 11.10**. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Successful vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall have included this cost.
- D. Vendors shall insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the OWNER. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

## VI. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this proposal and contract when applicable.

### A. Mandatory Affirmative Action Certification (all proposals and contracts)

No firm may be issued a contract unless it complies with the affirmative action provisions of **N.J.S.A. 10:5-31** et seq. and **N.J.A.C. 17:27-1** et seq. The following information summarizes the full, required regulatory text, included as Exhibits A and B of this proposal/ specification.

**A. PROFESSIONAL, GOODS AND SERVICE CONTRACTS** - Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter) (*Letter of Federal Approval*); or
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with NJAC 17:24-4 (*State Certificate*); or
3. An Employee Information Report (*Form AA302*) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with NJAC 17:27-4.

**B. MAINTENANCE/CONSTRUCTION CONTRACTS** – After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with NJAC 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

**B. Americans with Disabilities Act of 1990 (all proposal s and contracts)**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans With Disabilities language that is included as Exhibit C of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The successful vendor is obligated to comply with the Act and to hold the OWNER harmless (**42 USC §12101 et seq**).

**C. Prevailing Wage Act (When Applicable)**

Pursuant to **N.J.S.A. 34:11-56.25** et seq., successful vendors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in **N.J.A.C. 12:60-6.1(c)**. It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [www.state.nj.us/labor/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/lspubcon.html).

**D. Stockholder Disclosure (all proposal s and contracts)**

**N.J.S.A. 52:25-24.2** provides that no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship shall be awarded any contract for the performance of any work or the furnishing of any goods or services, unless, prior to the receipt of the proposal or accompanying the proposal of said entity, there is submitted a statement setting forth the names and addresses of all stockholders in the entity who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations.

**Failure to submit a stockholder disclosure document shall result in rejection of the proposal.**

**E. The New Jersey Worker and Community Right to Know Act (When Applicable)**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the NJ Worker and Community Right to Know Law (**NJSA 34:5A-1 et seq., NJAC 8:59-2 et seq.**). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

**F. Non-Collusion Affidavit (all proposal s and contracts)**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the proposal (**NJSA 52:34-15**).

**G. Public Works Contractor Registration Act (When Applicable)**

**N.J.S.A. 34:11-56.48** et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's proposal shall possess a certificate *at the time the proposal is submitted*. After proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be

registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25 et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lsse/lspubcon.html](http://www.state.nj.us/labor/lsse/lspubcon.html).

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

#### **Failure to submit this shall be cause for rejection of the proposal.**

#### **H. Business Registration Act (all proposal s and contracts)**

NJSA 52:32-44 requires that each vendor (contractor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the vendor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730.

#### **Professional, Goods and Services Contracts (including purchase orders)**

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

#### **Construction Contracts (including public works related purchase orders)**

**N.J.S.A. 52:32-44** imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (**N.J.S.A. 54:32B-1 et seq.**) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-1730.

**Failure to submit this shall be cause for rejection of the proposal.**

**I. Political Contribution Disclosure (Pay-to-Play) (all vendors)**

Contractor is advised of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to **N.J.S.A. 19:44A-20.27** if the contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**J. Prompt Payment for Construction Contracts (When Applicable)**

Pursuant to **NJSA 2A:30A-1 et seq.**, payments for construction contracts will be approved at Regular Meetings of Common Council according to the attached Exhibit E, Schedule of Council Meeting/Bill Payment and Voucher Submission Dates, when all of the following occurs, unless otherwise notified in writing by the Town:

- work is completed and accepted by the Town, and
- a bill or invoice for the work has been received by the Town (the date of which will be the "billing date", not the date on the bill or invoice), and
- a signed voucher has been received by the Town from the contractor.

**K. Disclosure of Investment Activities in Iran (all proposals and contracts)**

All contractors are required to comply with N.J.S.A. 52:32-55 through 59 and complete a certification form provided by the Town of Morristown.

**VII. METHODS OF AWARD**

- A. All contracts shall be for a two year term with the ability to extend the agreement for one additional three year term not to exceed a five year contract. Pursuant to requirements of **NJAC 5:30-5.1 et seq.**, any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually. Please see section IX, TERMINATION OF CONTRACT, SUB-SECTION E, for additional information.
- B. The OWNER may award the work on the basis of the Base Proposal, combined with such Alternates as selected, until a net amount is reached which is within the funds available.

- C. If the award is to be made on the basis of Base Proposal only, it will be made to that responsible vendor submitting the lowest base proposal. If the award is to be made on the basis of a combination of a Base Proposal with selected Options, it will be made to that responsible vendor submitting the lowest net proposal.
- D. The OWNER may also elect to award the contract on the basis of line items or unit prices, whichever results in the lowest total amount.
- E. The successful vendor will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.
- F. The form of contract shall be submitted by the OWNER to the successful vendor. Terms of the specifications/proposal package prevail. Vendor exceptions must be formally accepted by the OWNER.

### **VIII. CAUSE FOR REJECTION OF PROPOSALS**

Proposals may be rejected for any of the following reasons:

- A. All proposals pursuant to **NJSA 40A:11-13.2**;
- B. If more than one proposal is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple proposals from an agent representing competing vendors;
- D. The proposal is inappropriately unbalanced;
- E. The vendor is determined to possess, pursuant to **NJSA 40A:11-4b, Prior Negative Experience**; or
- F. If the successful vendor fails to enter into a contract within 21 days after making of the award, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the OWNER may accept the proposal of the next lowest responsible vendor (**NJSA 40A:11-24b**).

### **IX. TERMINATION OF CONTRACT**

- A. If, through any cause, the successful vendor shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract. OWNER will pay only for goods or services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.
- C. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.

- D. In case of default by the successful vendor, the OWNER may procure the goods or services from other sources and hold the successful vendor responsible for any excess cost.
- E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the OWNER reserves the right to cancel this contract.
- F. Acquisition, Merger, Sale and/or Transfer of Business, Etc.  
It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal /contract. Any change shall be approved by the OWNER.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same with the prior written consent of the OWNER.
- H. The OWNER may terminate the contract for cause or without cause by providing 60 calendar days advanced notice to the contractor.
- X. PAYMENT**
- A. No payment will be submitted to the Town Treasurer and Town Council for approval unless duly authorized by the OWNER's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Owner's policy and procedures.

## TECHNICAL SPECIFICATIONS

### **PAYROLL SERVICES**

#### General

The Town of Morristown is seeking proposals under N.J.S.A. 40A:11-4.1 to 4.5, Competitive Contracting, to provide the Town's payroll services, including a basic Human Resources Information system as more fully described in the technical specifications.

The Town issues approximately 300 payroll items per biweekly payroll period to about 300 employees. Of those almost all are direct deposits. The Town prefers the payroll solution to prepare payroll tax liabilities and returns and for them to be remitted to federal and state agencies. The payroll solution must accurately calculate an individual's contributions as it relates to chapter 78, Public Laws of 2011, whereby public employees share in the cost of health benefits.

The cost proposal shall be for a two-year period, with the ability to extend the agreement up to five years, with the effective date of the agreement anticipated to be on or after August 7, 2018, with the check and direct deposit distribution to employees on or about Sept 14, 2018.

Proposals will be accepted from vendors who have the capacity to provide payroll services (in compliance with the rules and regulations of the State of New Jersey) and outstanding customer support through experienced, professional staff.

All proposals will be evaluated by the Town Treasurer for compliance based on the criteria listed below. Proposals are due by Tuesday, July 18, 2018, at 4:00pm. prevailing time in Administration, Room 239 Town Hall, 200 South Street, Morristown NJ 07963.

Payment by the Town to the successful provider must be made by purchase order, per the procedures described in the Town of Morristown's Purchasing Manual; no fees may be directly deducted from any Town bank account, and an itemized invoice must be provided or made available from the provider before payment can be processed.

The Town reserves the right to reject any and all proposals and to award the Contract to the provider whose proposal best meets or exceeds the established criteria and, in the Town's judgement, serves its best interest.

Payroll data shall be made available in a non-proprietary digital/electronic format, for a minimum of 6 calendar months after termination or expiration of the contract with the successful provider at a cost indicated in the proposal.

#### Submission Requirements

Respondents must submit an original of their proposal to:

**Frank Mason, QPA  
Town of Morristown  
200 South Street  
Morristown, NJ 07963**

Sealed proposals must be received by the Town of Morristown no later than 4:00pm (prevailing time) on Tuesday, July 18, 2018. Proposals forwarded by facsimile or email will not be accepted. "Payroll Services" must be indicated on the outside of a properly sealed envelope.

To be responsive, Proposals must provide all requested information and be in strict conformance with the instructions set forth herein. Proposals and all related information must be signed and acknowledged by the Respondent.

#### Terms and Conditions

Upon submission of a Proposal in response to this Request for Proposals (RFP), the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its proposal:

- The Town of Morristown reserves the right to exercise its judgment to weigh the relative merit and deficiencies, if any, in all responses and comments.
- The Town of Morristown reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFP.
- The Town of Morristown reserves the right to supplement, amend, or otherwise modify this RFP pursuant to N.J.S.A. 40A:11-23.1a.
- All Proposals shall become the property of the Town of Morristown and will not be returned.
- All Proposals will be made available to the public at the appropriate time in accordance with law.
- The Town of Morristown may request Respondents to send representatives to the Town of Morristown or to conduct interviews after the formal receipt of proposals and prior to selection for clarification of proposal purposes. The Town will not be liable for any costs incurred by the provider in connection with such interviews, such as travel, accommodations, etc.
- Any and all Proposals not received by the Town of Morristown by the date and time listed will not be accepted and will be returned unopened.
- Neither the Town of Morristown, nor their respective staffs, consultants nor advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal, nor are there any reimbursement to vendors for the cost of preparing and submitting a proposal for participating in this procurement process.
- The selected respondent shall maintain sufficient protection against all claims under Workmen's Compensation, General, Professional, Automobile Liability Insurance and Third Party Bond. Refer to Section IV, Insurance and Indemnification, pages 16-17.
- Each proposal must be signed by the person authorized to do so.
- The checklist, affidavits, notices and the like presented in this RFP are a part of this RFP and shall be completed and submitted as part of the Proposal.

#### Definitions

Edmunds refers to the Town of Morristown's Accounts Payable system software provider.

PERS means Public Employees Retirement System.

PFRS means Police and Firemen's Retirement System.

G/L refers to the Town of Morristown's General Ledger accounts represented on Edmunds software.

GTL means Group Term Life Insurance as defined by the Internal Revenue Service.

IROC refers to the "Internet Report of Contributions" as defined by the NJ Division of Pensions and Benefits.

## Required Services

### Biweekly:

- Processing for approximately 300 employees
- Direct Deposit more than 99% on average
- Check stuffing
- Check signing
- GTL automatic calculation
- Payroll Reports (check register, earnings records)
- Management Reports (e.g. Labor Distribution, Earnings, Taxes, Deductions, ACA Compliance, etc.) Payroll Delivery
- New Hire Reporting

### Monthly:

- Check Reconciliation Report (checks and direct deposits are each distinctly listed separately and sequentially numbered) Tax Reports
- Pension Deductions –PERS, PFRS, & DCRP

### Quarterly:

- PERS, PFRS Pension Reports – sorted alphabetically by name and including pension ID number, quarterly pensionable earnings, pension deduction amount, back deductions, loans, arrears, contributory insurance and supplemental annuity
- Quarterly Earnings Reports – available on or about the last pay of each quarter
- NJ SUI report
- Tax Reports – including downloadable Form WR-30 to the State of NJ

### Year End Reports

- Y/E Reports, Tax Reporting, W-2's
- Y/E Adjustments
- W-2 Delivery
- ACA 1094 and 1095 printing and delivery

### Miscellaneous:

- Start-up Training
- Annual Training as needed
- Conversion
- Updates and system maintenance

### Payroll Checks/Direct Deposits:

- Earnings customizable to Town's needs
- Ability to split earnings between departments and cost centers
- Hour and wages by earnings type
- Year-to-date wages by earnings type

### Deductions and Taxes:

- Identify all taxes and voluntary deductions

Indicate current and year-to-date totals for all deductions, taxes and loans

Human Resources (HR) component:  
 Basic Employee Information  
 Employee Profile  
 Multi-year Payroll history

All respondents will be evaluated based on the following criteria:

1. Technical
2. Operational
3. Reporting
4. Security and Support
5. Cost

**Technical:** Please circle the appropriate answer, or write in the information requested.

|  |     |    |
|--|-----|----|
| Solution calculates employee contribution to NJ State Health Benefits per Chapter 78, P.L. 2011 automatically, based on coverage chosen, plan cost and employee's pensionable earnings | Yes | No |
| Solution compares above to 1.5% of pensionable earnings to determine the minimum deduction for health care (greater of 1.5% of pensionable earnings or employee cost of plan)          | Yes | No |
| Solution provides web portal for employees to view their wages and deductions, including W-2's, for at least two-year's history  | Yes | No |
| Web-based, hosted solution using PC and Macintosh machines running Internet Explorer, Mozilla Firefox or Google Chrome browsers  | Yes | No |
| Number of years W-2 information is viewable by employer (enter number of years)  |     |    |
| W-2 preview available to employer prior to current year-end which highlights missing or omitted information  | Yes | No |
| Affordable Care Act reporting on Form W-2, Box 12  | Yes | No |
| Employer and Employee health care contributions both reported on W-2   | Yes | No |
| Ability to edit, change and create various reports. Describe in detail (short answer question #2, below)   | Yes | No |
| Reports export to Excel  | Yes | No |
| Number of years historical payroll data transferred from previous provider (write in number of years included with basic proposal)   |     |    |

Short answer questions: (use additional space as needed)

1. Describe the transition plan from contract award to go-live date. Include implementation of the new solution, data migration (to convert personnel and payroll data from Paychex, the Town's current provider), time-line for on-site training and for capturing PERS and PFRS loan balances and garnishment goals.
2. Briefly describe the ability (and limitations) to edit, change and create various reports.

**Operational:** Please circle the appropriate answer, or write in the information requested.

|   |            |          |
|---|------------|----------|
| Solution calculates Group Term Life deduction   | Yes        | No       |
| Maintenance and technical support for both system technology help as well as on-going user support available via toll-free number Monday through Friday during these hours (list times for Eastern prevailing time) | Start (am) | End (pm) |
| Maximum response time from initial call (enter number of hours)   |            |          |
| Latest time to submit payroll to guarantee next day delivery (enter time)   |            |          |
| System-generated OSHA reports and location specifics  | Yes        | No       |
| Ability to tax supplemental checks at various rates   | Yes        | No       |
| Number of Direct Deposit banks accepted (enter number of direct deposit options available per employee)   |            |          |
| Number of staff assigned to customer service team (enter number of your staff who would be assigned to the Town's account)  |            |          |
| How soon after processing last pay of the month are the monthly or quarterly tax reports available (including NY State and PA)? (enter number of days)  |            |          |
| Number of earnings code that can be listed on the paystub (enter number)  |            |          |
| Number of deductions that can be listed on the paystub (enter number)   |            |          |
| Are current month-to-date, quarter-to-date and year-to-date earnings and deductions including goal limits and remaining balances available via report?  | Yes        | No       |
| Number of NJ municipal clients (enter number)   |            |          |
| Capability for Town of Morristown to print paychecks on site  | Yes        | No       |

Short answer questions: (use additional space as needed)

1. Briefly describe how Group Term Life is calculated.

2. Describe the internal controls of the solution, specifically regarding data security and backup procedures.
3. Briefly describe the process (including frequency) of routine scheduled shut downs.
4. Please provide a screen print of the data entry screen, check register and pay stub for the following biweekly payroll scenarios:
  - a) Miles Davis, 37 years old, works as a firefighter at the annual salary of \$102,501; his earnings are charged 80% to his home department (FD) and 20% to the Inspections department (CE). He worked 5 hours overtime (time and ½) and also worked a 4 hour overtime shift as dispatched (DISP) at an hourly rate of \$27.89 (to be paid at time and ½). All overtime hours are to be paid on a second check.  
Health: Family plan monthly cost \$2,017.86.  
Member of PFRS, Medicare deduction only, no Social Security to be withheld.
  - b) John Coltrane works for DPW Department (DPW) at an annual salary of \$93,654. He is 58 years old and pays contributory insurance in addition to his pension contribution as a member of PERS. During the 80 hour biweekly period, he worked 8 hours in a supervisory position (flat rate of \$2.00 per hour, with earning code OIC). Additionally, he worked 7 hours overtime

(time and ½) for an athletic event recall (overtime code ATHL). All of the above is paid on the first check. A clothing allowance of \$1,500 is to be paid on a second check and is to be taxed over the longest time period possible using IRS rules for Supplemental Income.

Health: Member & spouse plan monthly cost \$1,921.48.

**Reporting:** Please circle the appropriate answer, or write in the information requested.

|   |     |    |
|---|-----|----|
| Checks and direct deposits are listed separately and sequentially numbered  | Yes | No |
| Form 941, NJ Forms WR-30 and 927 produced quarterly   | Yes | No |
| NJ Form WR-30 reported electronically (Town would not have to re-enter employee data online even though Town files form with the State) | Yes | No |
| Check register report may be sorted by department, check number or last name  | Yes | No |
| Specifiable parameters for Labor Distribution reports – pay period, month, quarter, date range, department, last name, check number     | Yes | No |
| G/L file exportable to Edmunds software   | Yes | No |
| IROC-compatible Quarterly Pension contribution reports for PERS and PFRS employees included   | Yes | No |

|   |   |    |
|---|---|----|
| Ability to define and control system access rights using role-based security system   | Yes   | No |
| Role-based security defines the level of information access as well as view/edit capabilities   | Yes   | No |
| Audit log that tracks changes to system fields and contains at minimum: field value prior to change, new value, date of change and identity of system user who made the field change  | Yes   | No |
| Proof of SSAE-16 (SAS 70) audit of service provider’s business practices and internal controls including: <ul style="list-style-type: none"> <li>- Documentation of data security and data backup procedures</li> <li>- Documentation of plans to provide ongoing system access and processing availability in the event of a disaster or unforeseen event</li> <li>- Includes a description of routine schedule shut-downs - Confidential data protection</li> </ul> | Yes (provide proof: electronic file or link to website) | No |
| Hours of standard, on-site training included with basic proposal  |   |    |
| Department or person on staff who can address or provide direction to satisfy Affordable Care Act Requirements  | Yes   | No |

**Cost - Compensation proposal**

| <b>Bi-weekly Payroll Processing Services</b> | <b>Quantity</b> | <b>Per Payroll</b> | <b>Total Fee</b> |
|--|-----------------|--------------------|------------------|
| Payroll processing base fee                  | 1               |                    |                  |
| Payroll items processed                      | 400             |                    |                  |
| Check stuffing and sealing (base fee)        | 1               |                    |                  |
| Check stuffing and sealing (per transaction) | 1               |                    |                  |

|   |                    |                       |                    |
|---|--------------------|-----------------------|--------------------|
| Direct Deposit                                    | 300                |                       |                    |
| Check signing                                     | 1                  |                       |                    |
| Basic Tax Service                                 | 1                  |                       |                    |
| Group Term Life calculation                       | 1                  |                       |                    |
| Next day delivery                                 | 1                  |                       |                    |
| Prepare G/L file for Edmunds software             | 1                  |                       |                    |
| Estimated Total fees for each payroll processed:  | XXXXX              | XXXXXX                | (A)                |
| Estimated Annualized fees (26 pay periods):       | XXXXX              | Multiply<br>(A) by 26 | (B)                |
|   |                    |                       |                    |
| <b>Time &amp; Labor Management Monthly</b>        | <b>\$ per user</b> | <b># of users</b>     | <b>Monthly Fee</b> |
| Cloud Based Time collection and time off tracking |                    | 300                   |                    |
|   |                    |                       |                    |
| <b>HR monthly Service</b>                         | <b>\$ per user</b> | <b># of users</b>     | <b>Monthly Fee</b> |
| Benefits Management per Employee                  |                    | 300                   |                    |
| Payroll Management                                |                    |                       |                    |
| Security & Report Builder                         |                    |                       |                    |
|   |                    |                       |                    |
| <b>Additional Tax Jurisdictions</b>               |                    | <b>Per<br/>month</b>  |                    |
| Pennsylvania                                      | 1                  |                       |                    |
| New York  | 1                  |                       |                    |
| Estimated Total fees for each payroll processed:  | XXXXX              | XXXXXX                | (C)                |
| Estimated Annualized fees (12 months):            | XXXXX              | Multiply<br>(C) by 12 | (D)                |
|   |                    |                       |                    |
| <b>Human Resource Component</b>                   |                    | <b>Per<br/>month</b>  |                    |
| Payroll Management                                |                    |                       |                    |
| Reports   |                    |                       |                    |
| Affordable Care Act Compliance                    |                    |                       |                    |
| Role-based security                               |                    |                       |                    |
| Estimated Total fees for each payroll processed:  | XXXXX              | XXXXXX                | (E)                |
| Estimated Annualized fees (12 months):            | XXXXX              | Multiply<br>(E) by 12 | (F)                |
|   |                    |                       |                    |
| <b>Year-end Services</b>                          |                    | <b>Per Year</b>       |                    |
| Year-end tax reporting, printing W-2s (Base fee)  | 1                  |                       | XXXXXX             |
| (Fee per W-2)                                     | 500                |                       | XXXXXX             |
| Affordable Care Act Reporting 1094 (Base fee)     | 1                  |                       |                    |
| (Fee per 1095)                                    | 500                |                       |                    |

|  |                        |                  |        |
|--|------------------------|------------------|--------|
| Delivery of year end package   | 1                      |                  | XXXXXX |
| Estimated Year-End fee:  | XXXXX                  | (G)              | XXXXXX |
|  |                        |                  |        |
| <b>Service and System Implementation</b>                                     |                        | <b>One-time</b>  |        |
| Configuration, Set-up and Standard Training                                  |                        |                  |        |
| Custom G/L report for export to Edmunds                                      |                        |                  |        |
|  |                        |                  |        |
|  |                        |                  |        |
|  |                        |                  |        |
| <b>Cost - Compensation proposal continued:</b>                               |                        |                  |        |
| <b>Additional Services (if applicable)</b>                                   |                        | <b>Per event</b> |        |
| New Hire reporting   | 1                      | (I)              |        |
| Pay voids  | 1                      | (J)              |        |
| Reverse Wire fees  | 1                      | (K)              |        |
| Employee direct deposit reversals  | 1                      | (L)              |        |
| Previous quarter adjustments   | 1                      | (M)              |        |
| Amended tax returns  | 1                      | (N)              |        |
| Amended forms W-2C and W-3C  | 1                      | (O)              |        |
| Electronic submission of pay data to bank for reconciliation                 | 1                      | (P)              |        |
| Garnishment remittance   | 1                      | (Q)              |        |
| Additional report design costs   | 1                      | (R)              |        |
| Additional history transfer up to 6 years                                    | Per Year               | (S)              |        |
| Additional on-site training (per Hour)                                       | 1                      | (T)              |        |
| Additional training (per Hour)   | 1                      | (U)              |        |
| Six calendar months access to data at conclusion of contract                 | Per Month              | (V)              |        |
| Additional number of months access to data at conclusion of six month access | Per Month              | (W)              |        |
| Maximum number of months access at conclusion of contract                    | Total number of months | (X)              |        |

(REVISED 4/10)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.**  
**127) N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

**EXHIBIT B**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12 1 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.