



**REQUEST FOR PROPOSALS**

Employment and Payroll Services

City of Fife, Jobs Program



**City of Fife**

Proposals are due:

November 29, 2022

10:00 a.m.



## Project Description

The City of Fife Parks, Recreation, and Aquatics Department is seeking to hire a contractor to provide employment and payroll services for the City of Fife Jobs Program. The Jobs Program represents a proactive approach to help those experiencing homelessness toward better outcomes – combining shelter with the establishment of a jobs, training, and life-skills program, so that they have both a roof over their heads and opportunities to better themselves. The program has a policy of empathy and compassion to help put these individuals on a path out of homelessness and into jobs and lifestyles that help them make positive contributions to their communities. This program involves four phases. During each phase, participants earn an hourly wage while performing work on city parks and trails.

## Tentative Schedule

November 14, 2022 - RFP Posted

November 21, 2022 - RFP Questions Due - Greg Amann, [gamann@cityoffife.org](mailto:gamann@cityoffife.org)

November 29, 2022 - RFP Due – 10:00 a.m.

December 7, 2022 - Interviews

December 12, 2022 - Selection of employment and payroll service provider

## Scope of Services

Contractor will provide employment and payroll services for up to 12 program participants starting January 1, 2023, through at least December 31, 2025. All participants will work in the City of Fife Parks on a part time basis.

Contractor will process payroll for program participants as well as provide L&I coverage based on the number of hours worked and type of work being performed. All program participants will meet with contractor to fill out appropriate documentation and paperwork.

Job Program participants will be employees of contractor and not the City of Fife. Contractor shall pay the wages of all participants and will be responsible for withholding all income and Social Security taxes from their wages and for paying workers' compensation insurance premiums, state and federal unemployment insurance taxes, and the employer's share of Social Security taxes on their behalf.

The City of Fife shall be responsible for supervising Jobs Program participants on the job.

Prior to beginning their assignments, Jobs Program participants will be required by contractor to acknowledge in writing that they are employees of the contractor and not the City of Fife and

have no right to participate in City of Fife employee benefits plans or fringe benefit plans, and are not covered by City of Fife personnel policies.

Payroll shall include the following components/features:

- Online timecard & pay system
- Ability for administrators to look up past time/pay /employees
- Direct deposit
- Easy application process
- Weekly pay

Program participants shall receive the following gross hourly wage from contractor based on the participant's progress in the Jobs Program. Phase advancement shall be as determined by the City:

- Phase 1 - \$15.74/hour
- Phase 2 - \$16.24/hour
- Phase 3 - \$16.74/hour
- Phase 4 - \$17.24/hour

## **RFP Submission Requirements**

An electronic proposal must be submitted by 10:00 a.m. on Tuesday, November 29, 2022. Title the subject line of the email: **"RFP Jobs Program Employment and Payroll Services."** Electronic copies can be emailed to City Attorney, Greg Amann, at [gamann@cityoffife.org](mailto:gamann@cityoffife.org).

All submittals must be in 8-1/2"x11" format and shall not exceed ten (10) pages, including a cover letter. As a minimum, the following information shall be submitted:

- Describe the firm's experience with employment and payroll services.
- Include at least three clients who currently utilize the firms' services in a similar way. For each client, provide the following information:
  - The name, address, and telephone number of the client.
  - Type of employment and payroll services provided
- An organizational chart and biographies for your project team
- Your firm's location and a description of the application and onboarding process
- Overview of payroll services including how employees are paid and the frequency of payment
- Proposed rate of pay/fee.

## **Contact & Question Period**

For additional information concerning this RFP, any other aspect of the selection process, or the general project, contact Greg Amann, City Attorney, at [gamann@cityoffife.org](mailto:gamann@cityoffife.org).

Any cost incurred by respondent in preparation, transmittal, or presentation of any information or material submitted in response to the RFP shall be borne solely by the respondent.

## **Contract**

Contract will be based on the City of Fife Services Agreement (Attachment A). Any firm that has significant reservations concerning using this Agreement form should not submit a proposal.

## **Consultant Selection Criteria**

Proposals will initially be evaluated on the below items to narrow down to the top three firms:

- Responsiveness to the requirements of this RFP – 10 points
- Understanding of project scope and project – 10 points
- Ability to employ program participants – 25 points
- Ease of access for payroll services – 25 points
- The response of references from past similar projects – 5 points
- Rate of pay/fee - 25

The top three firms will be invited to interview with the city selection team, where a top firm will be identified and fees negotiated.

## **Terms, Conditions, and Disclaimers**

- Respondents to this request shall be responsible for the accuracy of the information provided.
- The City of Fife reserves the right to reject any submittals, to waive minor irregularities in any submittal, to issue additional requests, and to substantially modify or terminate the project at any time before the final execution of a contract. The City also reserves the right to choose not to proceed with this project or re-issue the Request for Proposals.
- The City of Fife shall not be responsible for any costs incurred by the respondent(s) in preparing, submitting, or presenting its response to the RFP or the interview process.
- The City of Fife reserves the right to request clarification of information submitted and request additional information from any respondent.
- The City of Fife will not accept any submittal after the time and date specified on the RFP.
- In the interest of a fair and equitable process, the City of Fife retains the sole responsibility to determine the timing, arrangement, and method of proposal presentations throughout the selection process.
- The City of Fife encourages submittals from individuals and firms that demonstrate a commitment to equal employment opportunities..

- Upon selecting a qualified team through the request process, the City of Fife shall enter into a contract for the work described herein.
- All submittals and accompanying documentation will become the property of the City of Fife; materials will not be returned, and they become public documents subject to public disclosure. The Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to make public records available for inspection and copying unless they fall within the specified exemptions contained in the act.

### **Americans with Disabilities (ADA) Act Information**

The City of Fife in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Greg Amann at [gamann@cityoffife.org](mailto:gamann@cityoffife.org) or by calling 253.896.8698.

### **Title VI Statement**

The City of Fife, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The following contract has been provided for information and is not required to be submitted with the RFP.

**ATTACHMENT A**

**CITY OF FIFE  
GENERAL SERVICES AGREEMENT**

**1. Date and Parties.** This Agreement, for reference purposes only, is dated the \_\_\_\_ day of - \_\_\_\_\_, 20\_\_ and is entered into by and between the City of Fife (“City”) and \_\_\_\_\_ (“Contractor”).

**2. General Purpose and Intent.**

*Employment and Payroll Services for the Jobs Program*

**3. Services by Contractor.** Contractor shall perform the services described in Exhibit A attached hereto (the “Scope of Work”). The Scope of Work includes all labor, materials, parts, tools, and equipment necessary to perform the Scope of Work. Contractor shall perform the services described in the Scope of Work in accordance with the schedule attached as Exhibit B.

**4. Term.** The term of the Agreement shall commence January 1, 2023 and end December 31, 2025, subject to the termination provisions set forth in Section 5. The term of this Agreement may be extended for a period of two years upon written agreement of the parties.

**5. Termination.** The City reserves the right to terminate this Agreement at any time, upon ten business days’ written notice for public convenience, or in the event that the services of the Contractor are deemed by the City to be unsatisfactory, or upon failure of Contractor to perform any of the terms and conditions contained in this Agreement. In the event of termination, Contractor shall be entitled to just and equitable compensation for any satisfactory services completed prior to the date of termination, not to exceed the total compensation set forth herein. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on services not performed because of such termination. If the Agreement is terminated for Contractor’s default, any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor.

**6. Compensation.** Compensation for the services described in the Scope of Work shall be \_\_\_\_\_.

**7. Coordination of Contract Documents.** This Agreement consists of this general services agreement form and Exhibits “A” through \_\_\_\_.” If there is any inconsistency between this contract form and any of the Exhibits, the contract form shall take precedence.

**8. Payment.**

A. Contractor shall provide monthly invoices in the format acceptable to the City for services performed to the date of invoice. Contractor shall maintain time and expense records for any work that is billed hourly under this Agreement and provide them to the City upon request.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice.

C. Contractor shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of the Agreement, Contractor will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

## **9. Discrimination and Compliance with Laws.**

A. Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Contractor shall obtain a City of Fife business license pursuant to the provisions of Chapter 5.01 FMC prior to commencement of any work under this Agreement.

D. Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

E. Violation of this Paragraph 9 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

**10. Standard of Care.** Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same occupation currently practicing in similar circumstances.

## **11. Indemnification.**

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this contract, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this contract.



## 12. Insurance.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

### A. Minimum Scope of Insurance.

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as additional an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

### B. Minimum Amounts of Insurance.

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

### C. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

### D. Other Insurance Provision.

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

F. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

G. Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 220 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

H. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**13. Notice**

A. Any notice or communication required by this Agreement must be in writing, and may be given either personally, electronically with evidence of receipt, by express delivery service, or by registered or certified mail, return receipt requested. If given personally, by express delivery service, or by registered or certified mail, such notice or communication shall be deemed to have been given and received upon actual receipt. If delivery is made electronically, either by e-mail or facsimile transmission, a notice shall be deemed to have been given when delivered to the person to whom it is addressed, and there is electronic confirmation that it was received. Such notices or communications shall be given to the Parties at their addresses set forth below:

Derek Matheson  
City Manager  
5411 23<sup>rd</sup> Street East  
Fife, WA 98424

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: 253 922-2489

Phone: \_\_\_\_\_

Fax: 253 922-5355

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: dmatheson@cityoffice.org

B. Either party may change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of paragraph 13.A.

**14. Ownership of Documents.** All finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon request. Documents pertaining to work done by the Contractor for the City may be considered public records under the Public Records Act (RCW 42.56) and shall be tendered to the City upon the City's request. Failure to tender all requested documents is considered a material breach of this Agreement.

**15. Assigning or Subcontracting.** Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

**16. Independent Contractor.** The Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of the City. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. As an independent contractor, the Contractor shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

**17. Jurisdiction and Venue.** This Agreement has been and shall be construed as having been made and delivered with the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.

**19. Attorney's Fees.** In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

**20. Severability.** Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

**21. Entire Agreement.** This agreement embodies the entire agreement between the parties with regards to the subject matter. There are no other agreements express or implied, written or verbal.

**22. Extent of Agreement/Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

CITY OF FIFE, WASHINGTON

CONTRACTOR

By: \_\_\_\_\_  
Derek Matheson  
City Manager

\_\_\_\_\_

By: \_\_\_\_\_

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

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

Approved as to form:

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

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

By: \_\_\_\_\_  
Gregory F. Amann  
City Attorney

