

BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD REQUEST FOR
QUALIFICATIONS AND REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES
FOR PAYROLL SERVICES

1.0 INTRODUCTION

The Binghamton-Johnson City Joint Sewage Board (the “Board”) operates the Binghamton-Johnson City Joint Sewage Treatment Plant, 4480 Vestal Road, Vestal, New York. The Board is requesting qualifications and proposals from qualified professional payroll services (“Proposers”) to process the biweekly payroll for approximately 45 employees; the number of employees may change from time to time. The proposed term of the services is two years, beginning August 15, 2026. The term is subject to renewal for up to three (3) one (1) year terms, at the option of the Board.

The scope of the required professional services, service period, proposal requirements, and proposal evaluation criteria are detailed within the subsequent sections of this Request for Qualifications and Request for Proposal (“RFQ/RFP”). The selected Proposer will be expected to perform all services required and necessary as outlined in this RFQ/RFP and its attachments.

To be considered for selection in response to this RFQ/RFP, three (3) paper copies and one (1) electronic .pdf copy of a proposal and professional qualifications shall be submitted to the Board, in care of Douglas Jensen, Business Manager, Binghamton-Johnson City Joint Sewage Treatment Plant, 4480 Vestal Road, New York 13850, no later than 2:00 p.m. on June 18, 2026. Questions regarding this RFQ/RFP should be directed to Douglas Jensen, Business Manager, by telephone at 607-729-2975, by fax at 607-729-3041, or e-mail to djensen@bjcwtp.com

2.0 SCOPE OF SERVICES FOR WHICH PROPOSALS ARE REQUESTED

2.1 Perform or provide for the ability of the Plant HR Administrator to perform the following:

- Add/Remove employees
- Provide the ability for administrator to adjust deductions (court orders, garnishments, loan repayments, health insurance, deferred compensation, etc.)
- Administer direct deposit
- Answer all historic NYS retirement system questions
- Certified Payroll Processing and Reporting
- Check Reconciliation Service
- Child Support / Garnishment Management
- Custom Payroll & Management Reports
- Email Check Stub / Reports (Option)

- Forward all deductions and payments to proper entities
- General Ledger Interfaces
- Industry Specific Reporting
- Labor Distribution
- NY State Deferred Compensation
- Online Employee Portal (Option)
- Online Time & Attendance Systems
- Paperless Payroll (Option)
- Pension Management Tools – NY State Retirement System Report Preparation & Filing
- Prepare and file all required forms and reports
- Prepare payroll reports to meet Accounting and NYS Civil Service requirements
- Pre-tax Health Program and Section 125 FSA Plan Salary Reduction Management and Reporting
- Print checks- 26 bi-weekly pays & special pays (Longevity, uniform allowance, sick time buyback, retroactive salary, health ins. Incentive, etc.)
- Tax Payment, Report Preparation & Filing
- Time Off Accruals / Tracking
- Track leave balance and calculate payments for buyback and lump sum payouts as required by contract
- W-2 / W-3 Preparation & Filing
- Web-Based Remote Software
- Notify and provide HR Administrator copies of any changes in Federal and NY State Labor Laws
- Provide and install time clock and associated software
- Ability to incorporate calendar year start to agreement start data for year-end filings and reporting

2.2 The term of the services is two years, beginning August 15, 2026. The term is subject to renewal for up to three (3) one (1) year terms, at the option of the Board.

2.3 The selected Provider will defend, indemnify and save harmless the Board from penalties, fines, interest and other charges resulting from the Provider's failure to file timely and/or accurate reports with government agencies or others.

2.4 The selected Provider will be pay to the Board, as liquidated damages, the following amounts for the failure to timely and accurately complete the following tasks:

TASK	LIQUIDATED DAMAGES
Deliver Payroll Checks	2% of the gross amount thereof, for a failure of up to 24 hours; 2% additional for each 24 hour period thereafter.

Make Direct Deposits	2% of the gross amount thereof, for a failure of up to 24 hours; 2% additional for each 24 hour period thereafter.
Deliver Receipts of Direct Deposits	2% of the gross amount thereof, for a failure of up to 24 hours; 2% additional for each 24 hour period thereafter.

3.0 OTHER PROJECT REQUIREMENTS

- 3.1 Contract: The contract between the Board and a selected Proposer shall be in the form of the Form Agreement For Professional Services, attached hereto. Refer to the Form Agreement for details.
- 3.2 Insurance: The successful Proposer will be required to provide a certificate of insurance naming Binghamton-Johnson City Joint Sewage Board as an additional insured and evidencing: (A) professional liability coverage (if coverage is “claims made,” the period to report claims shall extend for not less than three (3) years from the date of substantial completion of the contract (coverage amounts will be determined, however, no retention (deductible) shall be more than \$25,000); (B) workers’ compensation insurance and employers’ liability insurance as required by law; and (C) a fidelity bond in the minimum amount of \$700,000.

4.0 SUBMITTALS

- 4.1 Proposal. The proposal must include the following:
- 4.1.1 Transmittal Letter: This transmittal letter is to serve only as the document covering transmittal of the Proposer’s proposal. This letter should provide the name, title, address and telephone number of the official contact and alternate, if applicable. These individuals should have the authority to bind the Proposer and shall be available to be contacted by telephone and attend any interviews to be scheduled as deemed necessary.
- 4.1.2 Action Plan: The Proposer shall provide a detailed description/action plan for the services to be provided, including:
- i) a description of any proposed differences from the Scope of Services described in this RFP;
 - ii) a statement of all of the Proposer’s concerns with the Scope of Services, or with any other requirements of this RFQ/RFP; and

iii) an itemized schedule for completing tasks in advance of the contract commencement date, so that the Board's payroll obligations will be satisfied beginning on the contract commencement date.

- 4.1.3 Subcontractors: The Proposer shall identify all subcontractors, and describe all services to be provided by each subcontractor.
- 4.1.4 Proposed Fees and Other Charges: The Proposer shall provide a detailed description of all fees and other charges which it proposes for completion of the work, including:
 - i) A schedule of all fees for Year 1 of the contract, and separate schedules for each of the two option years; and
 - ii) The frequency with which invoices will be delivered to the Board for payment.

4.2 Qualifications. The Proposer must submit the following for itself and for each subcontractor:

- 4.2.1 A completed Contractor/Subcontractor Questionnaire. See attached.
- 4.2.2 A statement of the Proposer's professional qualifications to perform the services identified, including all other similar or comparable services and projects performed within the past three full calendar years (2023-2026) and current year-to-date that would indicate relevant experience by the Proposer and other personnel to be assigned.
- 4.2.3 A list of the personnel proposed to be assigned to the project, together with a statement of the qualifications of each, and a statement of the experience of each on similar or comparable projects within the past three calendar years (2023-2026) and current year-to-date. The individual(s) to be assigned primary responsibility as project manager(s) must be specified.
- 4.2.4 A list of references with respect to other similar work or comparable projects completed within the past three full calendar years (2023-2026) and current year-to-date. This list is to include name of the individual, company name, address, phone number, and a description of the work or comparable project.

5.0 REVIEW AND SELECTION

The Board **does not** anticipate interviewing Proposers deemed qualified to perform the work. In due course, Proposers will be notified of the results of the RFQ and proposal

evaluation performed as to their submittals and the requirements. Evaluation criteria are the following listed factors to be considered by the Board or selection committee in order of decreasing weight of importance:

1. Experience and qualifications of the Proposer and the proposed staff.
2. Organization, capability and availability of the Proposer to undertake the work.
3. Overall approach to and understanding of the work.
4. The Proposer's demonstrated understanding of, and familiarity with, the Plant, and the Board's goals.
5. The brevity, clarity, and completeness of the proposal.
6. The proposed Fees.

6.0 LIMITATIONS

- 7.1 The Board will require the Proposer selected to negotiate concerning the fee or the nature or extent of professional services to be provided. The result of such negotiation shall be incorporated into the contract between the Board and the selected Proposer.
- 7.2 The Board reserves the right to ask for clarifications or additional information and to consult references as may be necessary to judge the proposal and/or the qualifications of the Proposer.
- 7.3 Proposals as submitted are irrevocable and cannot be withdrawn or 45 days after the submission deadline stated in Section 1.0 of this RFQ/RFP.
- 7.4 All information, materials and proposals submitted in response to this RFQ/RFP, all negotiations will become the property of the Board. Proposers should not submit proprietary or confidential business information unless it is believed such information is critical to their presentation. Such information should be clearly identified as such and submitted on pages separate from the other submittals in a separate electronic document contained the word "CONFIDENTIAL" in the filename. The Board will endeavor to protect such proprietary or confidential information to the extent that the law allows.
- 7.5 This RFQ/RFP does not commit the Board to award a contract or contracts or to pay any cost incurred in the preparation of a proposal in response to this RFQ/RFP.

- 7.6 The Board reserves the right for any reason at its sole discretion to accept or reject any or all proposals received as a result of this RFQ/RFP, to negotiate with qualified Proposers, to cancel in part or in its entirety this RFQ/RFP and/or discontinue discussions with a particular Proposer.
- 7.7 The Board reserves the right to make modifications and issue addenda to the terms and conditions of this RFQ/RFP at any time, including after conducting interviews.
- 7.8 This RFQ/RFP and/or the selection of any Proposer does not create any contractual rights or obligations whatsoever with the Board.

END RFQ/RFP

ATTACHMENTS

- 1. Form Agreement for Professional Services.
- 2. Contractor/Subcontractor Questionnaire.

AGREEMENT FOR PROFESSIONAL SERVICES-PAYROLL

THIS AGREEMENT is made between the BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD, 4480 Vestal Road, Vestal, New York 13850 (“the Board”) and [REDACTED] (“Consultant”).

WHEREAS, the Board duly authorized an agreement with the Consultant for professional payroll service.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Board and the Consultant do hereby agree as follows:

1. Scope of Services. The scope of services necessary is described in: 1) the Request for Qualifications and Proposals (“RFQ/RFP) dated June 18, 2026, prepared by or on behalf of the Board, which has been received by and read by the Consultant: and 2) the [REDACTED] (“Proposal”) dated [REDACTED], prepared by or on behalf of the Consultant, which has been received by and read by the Board. In the event of any conflict between any part or parts of the Proposal and/or the RFQ/RFP, on one hand, and the terms and conditions of this Agreement, on the other hand, the terms and conditions of this Agreement shall control. Further, in the event of any conflict between any part or parts of the Proposal and the terms and conditions of the RFQ/RFP, the terms and conditions of the RFQ/RFP shall control except as provided in the prior sentence.

2. Term. Consultant will provide these services during the period August 15, 2026 through August 14, 2028. The Board may extend the term of the Agreement for up to three (3) consecutive one (1) year extensions, upon the same terms and conditions, except as to Fees if different fees are provided for in Section 4. The Board may exercise the option(s) to renew by giving notice to the Consultant at least sixty (60) days before the conclusion of the term immediately preceding the term of the option.

3. Timely Performance. The Consultant acknowledges that the services to be performed are essential to the effective operation of the Board’s functions, and that, therefore, the Consultant will exercise its best efforts to complete the services called for under this Agreement in a timely fashion. The Consultant will pay to the Board, as liquidated damages, the following amounts for the failure to timely and accurately complete the following tasks:

<u>TASK</u>	<u>LIQUIDATED DAMAGES</u>
Deliver Payroll Checks	2% of the gross amount thereof, for a failure of up to 24 hours; 2% additional for each 24 hour period thereafter.

Make Direct Deposits	2% of the gross amount thereof, for a failure of up to 24 hours; 2% additional for each 24 hour period thereafter.
Deliver Receipts of Direct Deposits	2% of the gross amount thereof, for a failure of up to 24 hours; 2% additional for each 24 hour period thereafter.

4. Fees. For the full and satisfactory performance of the work and services hereunder, the Consultant agrees to accept, as full compensation for its services hereunder, the following fees:

[REDACTED]

If the Board exercises one or more options to extend the term of this Agreement, the fees during the option years shall be as follows:

Option Year 1: [REDACTED]

Option Year 1: [REDACTED]

Option Year 1: [REDACTED]

The fee includes compensation for professional, technical, non-professional and non-technical personnel time, subcontractors, equipment, materials, insurance, travel expenses, overhead and any other expenses which the Consultant incurs during the performance of said work.

4. Insurance. Before commencing services, Consultant shall provide the Board with a certificate of insurance evidencing coverages as follows:

Workers' Compensation	Statutory
Errors and Omissions	\$2 Million, Combined Single Limit
Public Liability, and Property Damage	\$2 Million, Combined Single Limit
Automobile Liability	\$2 Million, Combined Single Limit
Fidelity	\$700,000

The Board, the City of Binghamton, New York, and the Village of Johnson City, New York, shall be named as additional insureds on the Public Liability, and Property Damage, and Automobile Liability policies. All policies shall be non-cancelable without thirty (30) days' prior written notice to the Board. Consultant shall deliver to the Board, within ten (10) days of the date of commencement of services under this Agreement, a certificate of insurance demonstrating that such insurance is in effect.

5. Termination. The Consultant's services may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given (i) not less than seven (7) calendar days' notice of intent to terminate, and (ii) an opportunity for consultation with the terminating party prior to termination.

The Consultant's service may be terminated in whole or in part in writing by the Board for its convenience, provided, that such termination is for good cause and that the Consultant is given: (i) not less than seven (7) calendar days notice of intent to terminate, and (ii) an opportunity for consultation with the Board prior to termination.

Adjustments Upon Termination. If termination for cause is effected by the Board, an equitable adjustment in the fee provided for in this Agreement shall be made, but: (i) no amount shall be allowed for anticipated profits on unperformed services; and (ii) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs occasioned to the Board by reason of the Consultant's default. If termination for cause is effected by the Consultant, or if termination for convenience is effected by the Board, an equitable adjustment in the fee shall be made, including a reasonable profit on unperformed services. The equitable adjustment for any termination shall provide for payment to the Consultant for services rendered and reimbursable expenses incurred prior to the termination. Upon termination, either for cause or convenience, the Board may take over the payroll services and continue the same, by agreement with another party or otherwise. Any work taken over by the Board for completion will be completed at the Board's risk, and the Board will hold harmless the Consultant from all claims and damages arising out of improper use of the Consultant's work.

If, after termination by the Board, for cause, it is determined that the Board did not have cause to terminate, the termination shall be deemed to have been effected for the convenience of the Board.

Consultant's Obligations Upon Termination, Postponement or Suspension: Either upon giving notice of termination to the Board, or receiving from the Board a notice of termination, postponement or suspension, the Consultant shall, unless the Board directs otherwise, (i) promptly discontinue all services effected and (ii) deliver or otherwise make available to the Board all data and such other information as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6. Limitation of Action. No action or proceeding shall lie or be maintained by the Consultant, or anyone claiming under or through the Consultant, against the Board upon any claim arising out of or based upon this Agreement or any breach hereof or by reason of any act or omission or requirement of the Board or its individual members, agents, servants or employees, unless:

- (i) Such action or proceeding is instituted in a state court of competent jurisdiction in the State of New York, venued in Broome County. This Agreement is governed by the laws of the State of New York; and
- (ii) The Consultant or the person claiming under or through it shall have strictly complied with all requirements relating to the giving of notices and information with respect to such claim; and
- (iii) If this Agreement is terminated for cause or for convenience, such action is commenced within six (6) months after the date of such termination. Otherwise, such action or proceeding shall be commenced within one (1) year after the submission to the Board of the final application for payment or, if the claim is based upon monies retained for any period after the date of the final application for payment, such action is commenced within six (6) months after such monies become due and payable under the terms of this Agreement.

Notwithstanding anything in the laws of the State of New York to the contrary, the Consultant or anyone claiming under or through the Consultant shall not be entitled to any additional time to begin anew any other action if an action commenced within the times herein specified be dismissed or discontinued for any reason whatsoever.

7 No Estoppel or Waiver. The Board shall not be precluded or estopped by acceptance or payment for services issued or made under this Agreement or otherwise issued or made by it, or any member, agent or employee of the Board, from showing at any time the true amount and character of the work performed, or from showing that any such acceptance or payment is incorrect, or was improperly issued or made; and the Board shall not be precluded or estopped, notwithstanding any such inspection, acceptance, application for payment or payments, from recovering from the Consultant any damages which it may sustain by reason of any monies which may be paid to it or for its account in excess of those to which it is lawfully entitled.

Neither the Board's acceptance of all or any part of the work covered by this Agreement, nor any payment therefor, shall be deemed to be a release to the Consultant from any obligations, liabilities, or undertakings in connection with this Agreement, or a waiver of any provision of this Agreement or of any rights or remedies to which the Board may be entitled because of any breach thereof, expecting only a written instrument expressly providing for such release or waiver. No termination, revision or annulment hereof, in whole or as to any part of this Agreement, because of any breach hereof, shall be deemed a waiver of any damages to which the Board may be entitled because of such breach. No waiver by the Board of any breach of this Agreement shall be deemed to be a waiver of any other or any subsequent breach.

8. Indemnification. The Consultant shall indemnify and hold the Board and its members, agents, servants and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with, or arising directly or indirectly out of, errors and/or omissions and/or negligent acts by the Consultant (including its employees, agents and/or contractors) in the performance of this Agreement. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, in connection with, or arising directly or indirectly out of, errors and/or negligent acts by the Consultant, as aforesaid, shall be included in the indemnity hereunder. The Consultant further agrees to investigate, handle, respond to, provide defense for, and defend any such claim at its sole expense even if such claim is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Board for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the Board, its members, agents or employees.

The Consultant shall be responsible for and will pay to the Board all reasonable costs, including attorney's fees, incurred by the Board in the event that:

- (i) The Consultant breaches its duty to defend the Board as required by this Agreement;

- (ii) The Consultant brings an action or proceeding against the Board for an alleged breach of this Agreement and the Consultant fails to prevail in the litigation; or
- (iii) The Board brings an action against the Consultant for an alleged breach of the Agreement, and the Board prevails in the litigation.

9. Exemption From Sales and Use Taxes. The Board is exempt from paying New York State or local sales taxes on any material which it purchases. The Consultant shall not include sales taxes or compensating use taxes of the State of New York or of any city or county in the State of New York for any supplies or materials to be used by the Consultant for any on behalf of the Board that are exempt from such taxes.

10. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.

11. Successors and Assigns. This Agreement shall bind the successors, assigns, and representatives of the parties hereto. The Consultant shall not assign any right or interest in this Agreement or delegate, sublet or transfer any obligation hereunder without the written permission of the Board. Any assignment or delegation attempted by the Consultant without written permission of the Board shall be wholly void and totally ineffective for all purposes.

12. Notices. Any written notice required hereunder shall be deemed properly given, delivered and service thereof completed: i) when said notice is deposited in any Post Office or Post Office Box in a post-paid envelope properly addressed; or ii) when said notice is delivered in person to the party to whom it is addressed or their authorized representatives, or iii) when said notice is delivered to a nation-wide overnight delivery service for next-day (excluding week-ends and holidays) delivery and a receipt for such delivery is issued by the carrier. The addresses of the Board and the Consultant set forth in the beginning of this Agreement shall be deemed the place to which written notice to them shall be directed; provided, however, that either party may by written notice to the other, given pursuant to this section, designate a different address to which notices to it shall be directed or designate the name and address of another person, firm or corporation to whom notices to it may be directed.

13. Provisions Required by Law. Each and every provision required by New York State or federal law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. In the event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year stated below.

BINGHAMTON-JOHNSON CITY
JOINT SEWAGE BOARD



By: _____
Chris Papastrat
Chairman

By: _____
[Signature]

[Type or Print the Name of the Signer]

Title: _____

Date: _____

Date: _____

Contractor/Subcontractor/
Consultant/Subconsultant Questionnaire

The Firm submitting this questionnaire shall answer the following questions with regard to the past five (5) years. [If the Firm is a successor entity, or is the product of a merger, reorganization, or acquisition within the past five (5) years, answer with respect to all prior/predecessor entities and include an attachment that describes the applicable Firm history]. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

The Firm shall attach to this form all performance evaluations of any type performed on the firm by any source within the past five (5).

The Firm understands and agrees that the failure to submit information or documents responsive to this questionnaire, or the submission of any false statement, misrepresentation, or omission regarding a material fact concerning any aspect of this questionnaire will render the Firm ineligible to receive a contract. Commission of the foregoing conduct may also, at the discretion of the Binghamton-Johnson City Joint Sewage Board, render void any contract entered by the Firm and make the Firm ineligible for future contracts for a period of two years.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise?

Yes ____ No ____
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ____ No ____
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ____ No ____
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ____ No ____
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ____ No ____

6. Has any lien been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes____ No____
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes____ No____
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety* laws? Yes____ No____

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes____ No____

10. Has the Firm been the subject to any bankruptcy proceeding?

Yes____ No____

This questionnaire shall be completed by a director, officer or manager of the submitting Firm who has sufficient knowledge to fully address all matters and respond to all inquiries herein.

The undersigned hereby represents that all statements, representations and information provided in response to this questionnaire are complete, accurate and truthful and that it has provided all performance evaluations required by this questionnaire.

Signature of Authorized Representative

Date

Print Name

Position/Title

Notary Public

Firm Name