



# Westchester Community College

State University of New York

73100

December 5, 2019

To: Board of Acquisition and Contract

From: Dr. Belinda S. Miles  
President

Re: **Authority to enter into an agreement with ADP, LLC whereby ADP will provide payroll services, tax services and W-2 services for Westchester Community College**

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The County of Westchester, acting by and through Westchester Community College (the "College") issued a request for proposals ("RFP") for the provision of payroll services, tax services and W-2 services. Proposals were due by April 26, 2019, and the College received four (4) proposals.

Proposals were received from: 1) ADP, LLC ("ADP"), which proposed a fee of approximately \$36,000 per year based upon the estimated number of transactions; 2) Payday Human Resources, which proposed a fee of approximately \$247,000 per year based upon the estimated number of transactions; 3) Unicorn HRO, which proposed a fee of approximately \$173,000 per year based upon the estimated number of transactions, in addition to a one-time implementation fee of \$79,800; and 4) Elizabeth Office Services, which proposed a fee of approximately \$228,600 for the first year of service based upon the estimated number of transactions along with a one-time fee of \$11,500 for installation and interface costs (Elizabeth Office Services did not include full itemized pricing for all five (5) years).

ADP, the incumbent, not only offered the lowest cost based on the estimated number of transactions but also satisfactorily met all of the evaluation criteria contained in the RFP. In addition, none of the other firms had the depth of experience as ADP. ADP has been providing these services to the College since 2004. The College has been very satisfied with ADP's performance.

The proposed agreement will commence January 1, 2020 and will have an expiration date of December 31, 2024. The College will utilize Oracle PeopleSoft software to input hours, deductions and adjustments, and to calculate payroll. The College will then transmit a payroll file to ADP and ADP will provide payroll

services, tax services and W-2 services, including check printing, EFT deposits, W-2 generation, and forwarding of federal, state and local taxes. The College will pay ADP an amount not to exceed \$200,000 based on per transaction charges.

In accordance with the terms of the agreement, the College shall agree to broadly defend, indemnify and hold harmless ADP (including attorneys' fees), its agents and subcontractors in connection with any breach of the College's compliance obligations, any fraudulent or criminal acts by the College, as well as the College's negligence in connection with its performance or obligations under the agreement. In addition, the College shall further agree to broadly defend, indemnify and hold harmless ADP (including attorneys' fees) in connection with actions brought by third parties alleging infringement of any intellectual property provided by the College to ADP.

The goal and objective of this agreement is to provide needed services relating to the processing of the College payroll. The College will be able to monitor the success of ADP's performance based on reports generated on a regular basis. This agreement will enable the College to provide these services in a cost efficient manner. Attached for your approval is an appropriate resolution.

BSM/jpi  
Attachment

**RESOLUTION**

Upon a communication from the President of Westchester Community College, be it hereby

**RESOLVED**, that the County of Westchester, acting by and through Westchester Community College, is hereby authorized to enter into an agreement with ADP, LLC, whereby ADP, LLC will provide payroll services, tax services and W-2 services for Westchester Community College for an amount not to exceed \$200,000 based on per transaction charges and in accordance with an approved budget; and be it further

**RESOLVED**, that the Agreement will commence January 1, 2020 and will have an expiration date of December 31, 2024; and be it further

**RESOLVED**, that in accordance with the terms of the agreement, the College shall agree to broadly defend, indemnify and hold harmless ADP (including attorneys' fees), its agents and subcontractors in connection with any breach of the College's compliance obligations, any fraudulent or criminal acts by the College, as well as the College's negligence in connection with its performance or obligations under the agreement. In addition, the College shall further agree to broadly defend, indemnify and hold harmless ADP (including attorneys' fees) in connection with actions brought by third parties alleging infringement of any intellectual property provided by the College to ADP; and be it further

**RESOLVED**, that the County Executive or his authorized designee is hereby authorized to execute all instruments and take all actions reasonably necessary to implement this Resolution.

Account to be Charged/credited 2020/2024	Fund	Dept	Major Program, Program & Phase Or Unit	Sub Unit	Object/ Sub Object	Trust Account	Dollars
	010	0130			4425		\$ 200,000

Budget Funding Year(s) 2019/2020-2024/2025 Start Date 1/1/2020 End Date 12/31/2024  
(must match resolution)

Funding Source	Tax Dollars	<u>\$42,000</u>
	State Aid	<u>\$56,000</u>
<u>\$ 200,000</u>	Federal Aid	_____
(must match resolution)	Other	<u>\$102,000 (tuition)</u>