LB
12/13/12
Item No. 30

AN ORDINANCE 2012-12-13-1012

AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH SORIA, INC., DBA CORPORATE PAYROLL ADMINISTRATORS, INC., TO PROVIDE PAYROLL SERVICES TO THE OFFICE OF THE MAYOR AND CITY COUNCIL FOR ELECTED OFFICIALS' CONTRACT EMPLOYEES BEGINNING IN JANUARY 1, 2013 THROUGH DECEMBER 31, 2014, IN THE TOTAL AMOUNT OF $65,000.00 WITH TWO ONE-YEAR RENEWAL OPTIONS.

* * * * *

WHEREAS, the Mayor and City Council members employ the services of administrative assistants ("Assistants") in serving constituents and the Assistants are contract employees of the Mayor or individual Council members and funding for their salary, health insurance and parking is provided through the Mayor and Council budgets; and

WHEREAS, in order to facilitate payroll services for these Assistants, a Request for Proposals was issued on September 17, 2012 and three proposals were received and evaluated by selection committee which recommends contracting with Soria, Inc. d/b/a Corporate Payroll Administrators, Inc ("CPA").; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The terms and conditions of the professional services agreement with CPA, to provide payroll services to Mayor and City Council Assistants, beginning January 1, 2013 through December 31, 2014, in a total amount of $65,000.00 with two one-year renewal options, are authorized and approved.

SECTION 2. The City Manager or her designee is authorized to execute the Agreement. A copy of the Agreement, previously executed by CPA, is attached to this Ordinance as **Exhibit I**.

SECTION 3. Funding in the amount of $32,500.00 for this Ordinance is available in Fund 11001000, Cost Center 8002060003, General Ledger 5201040, as part of the Fiscal Year 2013 Budget.

SECTION 4. Payment not to exceed the budgeted amount is authorized to CPA and shall be encumbered with a purchase order.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.

PASSED AND APPROVED this 13th day of December, 2012.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Michael D. Bernard, City Attorney

Request for COUNCIL ACTION

City of San Antonio

Agenda Voting Results - 30

Name:	10, 11, 12, 13, 15, 16, 17, 18A, 18B, 18C, 18D, 18E, 18F, 18G, 19A, 19B, 19C, 19D, 19E, 19F, 19G, 19H, 19I, 19J, 19K, 19L, 20, 21, 22, 24, 25A, 25B, 26, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37A, 37B, 37C, 37D
Date:	12/13/2012
Time:	03:04:01 PM
Vote Type:	Motion to Approve
Description:	An Odinance authorizing the execution of a contract with Soria, Inc. dba Corporate Payroll Administrators, Inc., to provide payroll services to the Office of the Mayor and City Council for elected officials contract employees in an amount not to exceed $130,000.00 over the course of four years. [Edward Benavides, Chief of Staff; Chris Callanen, Assistant to City Council]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7	x					
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

EXHIBIT I

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS }
}
COUNTY OF BEXAR }

This AGREEMENT is made and entered into by and between the City of San Antonio (hereinafter "City"), a Texas Municipal Corporation acting by and between the City of San Antonio (hereinafter "City"), a Texas Municipal Corporation acting by and through its City Manager pursuant to Ordinance Number 2012-12-13-____, passed and approved on December 13, 2012, and Soria, Inc. d/b/a Corporate Payroll Administrators, Inc., acting by and through its President, Guillermo Soria, CPA (hereinafter "Contractor").

FOR VALUABLE CONSIDERATION, the parties hereto agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. SCOPE OF SERVICES

A. Contractor shall provide the following payroll services:

1.1 Contractor shall provide Payroll Processing Services for a minimum of eleven (11) separate employers, which employers consist of the Mayor and ten (10) City Council members. Contractor understands and accepts that it is possible, due to term limitations and unforeseen retirements, that the number of employers could exceed eleven (11) in a given calendar year. Contractor also understands that each employer may have up to five (5) five full-time administrative assistants or the equivalent thereof. As such, the total number of administrative assistants at any one time may vary from fifty-five (55) or more.

1.2 Contractor shall provide payroll processing services twice a month, to include, but not be limited to, the creation of an employee payroll check or direct deposit, as requested by the respective employee, complete with earnings statements, withholding and remittance to the appropriate Federal Agency, State Agency or entity for federal income taxes, social security taxes, Medicare taxes, Unemployment Taxes and voluntary and involuntary deductions, to be calculated based on the salary information provided to Contractor by the employer, through the City. Contractor warrants that the appropriate Federal Income Taxes, Social Security Taxes, Medicare Taxes and Unemployment Taxes will be remitted both in a timely fashion and in compliance with Federal and State Tax Guidelines for each employer. Contractor shall be liable and responsible for any late fees, penalties, interest or other related charges incurred in connection with Contractor's failure to file or remit, in a timely manner, any applicable taxes or reports.

1.3 Contractor shall give the Mayor and each Council member the option of using facsimile signatures in connection with issuance of employee checks. Contractor shall

issue checks by using a facsimile of each employer's signature, as appropriate, and then deliver same to the appropriate City office, through the Assistants to the Mayor and Council, in sealed window envelopes, segregated by employer. Alternatively, Contractor, where appropriate, shall issue checks, ready for the respective employer's signature, and then deliver same to the appropriate City office, through the Assistants to the Mayor and Council, with the checks segregated by employer. Checks shall be dated and delivered to the City, by Contractor, on the 15th and 30th day of each month or as otherwise requested by City, said delivery to be accomplished either by hand-delivery by Contractor or by courier, at no additional cost to City.

1.4 Contractor shall provide full tax reporting and tax compliance services to include preparation of quarterly and year end tax returns ready for signatures, filing of tax returns with the appropriate tax agencies and W-2 processing with envelopes, delivered to the appropriate City office, through the Assistants to the Mayor and Council. The appropriate Federal Income Taxes, Social Security Taxes, Medicare Taxes and Unemployment Taxes must be remitted both in a timely fashion and in compliance with Federal Tax Guidelines for each employer.

1.5 Contractor shall provide the City with payroll reports, segregated by employer, to include year-to-date reports with each payroll, payroll registers for the current pay period, deduction registers and any other reports required to satisfy the needs of the employer for the City to individuals designated by the Assistants to the Mayor and City Council.

1.6 Contractor agrees to provide payroll reports (custom, if applicable), in the agreed upon medium; implement a billing process, reimbursement process or utilization of a City Payroll Account; utilize security mechanisms to protect City funds in the event a City Payroll account should be utilized against which to draw payroll checks (i.e., positive pay, check security and fraud protection); utilize an appropriate payroll processing methodology and interact with the City, in day-to-day processes, from the hiring, payroll processing and termination of an employee; implement back-up procedures to ensure continuation of service in the event of unforeseen circumstances.

1.7 Contractor shall provide all services necessary to assist the Mayor and each Council member to set up each as an individual employer, with his or her own employees, and give each such employer access to his or her own respective account, said services to include, but not be limited to, obtaining individual Tax Identification Numbers.

1.8 Contractor shall provide, to each new employee, all necessary set-up services, including, but not limited to, the completion of all paperwork and documentation which may be required by local, state and federal law, rule or regulation.

1.9 Contractor shall calculate the payroll, utilizing software which is designed specifically for such purpose, and which contains applicable federal tax tables and the ability to calculate and track FUTA, SUTA and 941.

1.10 Contractor shall provide a summary report of the payroll, payroll tax liabilities, including FUTA, SUTA and 941, for each pay period, electronically or by fax, at 210-207-4072, to Controller for the City's Finance Department. This report shall be transmitted no later than 24 hours after Contractor receives complete payroll information required for processing..

1.11 Contractor shall draw direct deposits for employees and payroll tax liabilities, including FUTA, SUTA and 941, from the City Payroll Account, via ACH Direct, each pay period. Contractor shall ensure that all funds drawn from the City Payroll Account and held in Contractor's bank account shall be adequately collateralized by the financial institution in which such funds are held.

1.12 Contractor shall process paperwork and take necessary deductions from paychecks for health benefits.

1.13 Contractor and City acknowledge and agree that all funds drawn from the City Payroll Account and held in Contractor's bank account are the property of the City to be used solely in conjunction with this Agreement. Contractor further agrees to take all necessary action(s) to ensure that such funds shall not be garnished, attached or seized for any reason, including, but not limited to, Contractor's bankruptcy or debts.

1.14 Contractor shall set up an Electronic Federal Tax Payment System ("EFTPS") account for each separate employer, referencing the Employer Identification Number ("EN") assigned to same, in order to facilitate remittance of payroll taxes to the appropriate governmental entity.

1.15 Upon request, Contractor shall provide either City or any individual employer with electronic or hard copies of all payroll reports, including, but not limited to, payroll journals; journals; earnings reports; employee listings; employee check records; accruable benefits reports; journal entry reports-payroll; depository totals; EFTPS reports; payroll item reports; liability by pay item; check registers; payroll tax summaries; SUTA worksheets; workers' compensation reports; premium earnings reports; new hire reports; deductions registers; wage registers; tax deposit reports; employee payroll item configurations; and any custom reports as may be requested, all within ten (10) business days of such request, in accordance with Section IV. Records-Audit and Retention.

1.16 Contractor acknowledges that City has established a maximum salary for each employee for which Contractor for which Contractor shall calculate payroll at Eighty-Five Thousand Dollars ($85,000.00) per fiscal year. As such, Contractor shall track said payments to each employee on both a calendar and City fiscal year basis to ensure that each employee is not paid in excess of said amount per year, unless Contractor receives written notification of an alteration of such amount from City, as authorized by ordinance.

1.17 Contractor agrees to perform all services in accordance with generally accepted accounting principles and other industry standards, as applicable.

1.18 Contractor shall ensure that a back-up of the payroll system, utilized in connection with this Agreement, is completed after each payroll run. Discs with the back-up information, as well as all reports which may have been requested pursuant to this Agreement, shall be stored in a fire-proof safe in an offsite location.

1.19 City shall provide Contractor, by either facsimile or electronic transmission, for its use in connection with the services provided hereunder, all reasonably necessary information and documentation required by Contractor, including the following:

(a) Employer names
(b) Facsimile of each employer's signature, as applicable
I Employee names
(d) Employee Social Security Numbers
(e) Salary information
(f) Voluntary and involuntary payroll deduction information, if any
(g) City's payroll account number
(h) Appropriate access to City's payroll account
(i) Dates of hire and termination or separation of each employee

1.20 Contingent upon the receipt of approved timesheets from City, Contractor shall submit each payroll run provided under this Agreement to City's Finance Department no later than 12:00 p.m. on the 14th and 29th of every month, except for the month of February when the second payroll is due no later than 12:00 p.m. on the day prior to the last day of the month.

1.21 Contractor shall verify all payroll runs prior to submission to City's Finance Department to ensure all changes requested by City are reflected accurately.

II. TERM AND COMMENCEMENT OF WORK

2.1 Unless early termination occurs pursuant to this Agreement, the term hereof shall be from October 1, 2012 through September 30, 2014. City, at its sole option, may elect to renew this Agreement for up to two additional one-year terms, subject to City Council approval.

III. CONTRACT PRICING AND BILLING

3.1 City shall compensate Contractor in an annual base amount no greater than $31,250.00 (does not include amount authorized in 3.2) utilizing the fee structure set out in Contractor's proposal, a copy of which is attached to this Agreement and incorporated herein as Exhibit I.

3.2 City may compensate Contractor an additional amount not to exceed $5,000 for additional services which are not set out in Section I of this Agreement but which are related to payroll services.

3.3 Contractor agrees that all its labor, supervision of work, report reproduction, postage, typing travel, communication, computer access, materials, supplies, subcontractor costs, if any, and all other expenses necessary to complete the services stated herein, other than those enumerated above, shall be borne at Contractor's sole cost and expense.

3.4 In the event of an audit of City, Contractor agrees to make any necessary documents available to the auditing agency or organization, at no cost to City. In the event that Contractor attends such audit for City, however, Contractor shall charge City at an hourly rate of $75.00 to do so.

3.5 At such time as Contractor delivers the monthly payroll, he shall provide a bill to the Assistant to the City Council. Each bill shall contain an itemized list of all charges and fees.

3.6 Contractor is to prepare payroll according to signed, approved timesheets, and Master Change List received from the City. Accordingly, if Contractor commits an error preventing recipient from receiving correct payroll on time, a 5% penalty fee will be assessed to the Contractor's bi-monthly payroll invoice.

IV. RECORDS - AUDIT AND RETENTION

4.1 Contractor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, records and other evidence pertaining to this Agreement and shall make such materials available to the City or any of its authorized representatives upon reasonable notice at all reasonable times and as often as City may deem necessary during the Agreement period, for purposes of inspection, examination, and making excerpts or copies of same.

4.2 The City reserves the right to audit this Agreement. All relevant documentation and records should be made available to the City or its designated representatives within ten (10) business days from receipt of written request.

4.3 Contractor shall provide immediate notice to the Assistant to the City Council in the event the Contractor receives any request(s) for information, by a third party, pertaining to the documentation and records referenced herein. Contractor understands and agrees that he shall promptly provide requested records to the City for further processing and handling of all requests.

4.4 Upon termination of the Agreement, Contractor shall deliver, to the Assistant to the Mayor and City Council copies of any and all documents, papers and other records related to the employees and the provision of services under this Agreement, requested by the City or an employer, within ten (10) business days of such request, at the address provided herein.

V. TERMINATION

5.1 For purposes of this Agreement, "termination" shall mean termination of this Agreement either by completion of the provisions of services required herein or earlier termination pursuant to any of the provisions hereof.

5.2 City may terminate this Agreement with Contractor, in accordance with this clause, in whole or in part, for any of the following reasons:

a. Neglect or failure by Contractor to perform or observe any of the terms, conditions, covenants or guarantees of this Agreement or amendment thereof.

b. Violation by Contractor of any rule, regulation or law to which Contractor is bound or shall be bound by terms of this Agreement.

c. The City shall also have the right to terminate this Agreement or any portion thereof, if such termination is deemed by the City to be in the best interests of the City, upon thirty (30) days notice, said notice to be provided in accordance with Section XVI. Notices.

5.3 Upon City's decision to terminate, written notice of same immediately shall be provided to Contractor, at the address provided herein.

5.4 Upon receipt of notice to terminate this Agreement, all finished or unfinished documents, papers, records and other evidence documents, papers, records and other evidence pertaining to the services rendered, by or on behalf of Contractor hereunder, shall be forwarded to City, as provided in Section IV. Audit and Retention.

5.5 Within thirty (30) days of the effective date of termination, Contractor shall submit to City its final and detailed claim for any monies owed by City for services performed under this Agreement, up to the date of termination, and for any necessary and proper work performed in the ensuing thirty (30) day period, to be determined after discussion with City; provided, however, that such payment does not exceed the maximum amount set out in Section 1.16 of this Agreement.

VI. SUBCONTRACTING

6.1 Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be subcontracted without such prior written approval of City, and, unless specific written waiver is granted by City, such subcontracted work shall be subject by its terms to all provisions of this Agreement. In the event City agrees to such subcontracting compliance by subcontractors with this Agreement shall be Contractor's responsibility.

VII. ASSIGNABILITY

7.1 Contractor shall not assign any interest in this Agreement to any other party without the prior written consent of City, as evidenced by passage of an ordinance.

VIII. CONFLICT OF INTEREST

8.1 Contractor acknowledges and understands that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. Contractor understands that an officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent; child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

8.2 Contractor warrants and certifies that it, its officers, employees and agents are neither officers nor employees of the City, as defined in Part B, Section 10 of the City's Ethics Code. Furthermore, Contractor represents and warrants that it has tendered to City a Disclosure Statement, in compliance with the City's Ethics Ordinance.

8.3 Contractor acknowledges that, from time to time, City releases Request for Proposals or other solicitations. Contractor agrees that, to the extent practicable, in the event it chooses to submit a proposal in response to any such City solicitations, it will notify City, in writing, of said submittal.

8.4 In the event that Contractor is involved in any other project or engagement with City, Contractor shall ensure that such work does not jeopardize Contractor's independence in performing the work specified in this Agreement and shall provide the City with a written explanation evidencing Contractor's independence, including any steps taken by Contractor to ensure such independence.

IX. COMPLIANCE

9.1 Contractor shall comply with any and all professional standards promulgated by any authoritative body, as applicable to the services provided hereunder, while in the performance of such services.

9.2 Contractor shall comply with all federal, state and local laws, rules and regulations, if any, applicable to the services provided hereunder.

X. INSURANCE

10.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled "Payroll and Related Services for Administrative Assistants of the Mayor and City Council" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's signature and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

10.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement, and any renewal, and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

10.3 A Consultant's financial integrity is of interest to the City; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNT
1. Commercial General (Public) Liability Insurance, to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000.00 per occurrence: $2,000,000.00 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage.

TYPE	AMOUNT
2. Professional Liability (Claims Made Form)	$1,000,000.00 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any acts, malpractice, error or omission in professional services.
3. Crime Coverage, to include the following:	
a. Broad Form Money – Inside	$10,000.00
b. Broad Form Money – Outside	$10,000.00
c. Employee Dishonesty	$25,000.00
d. Forgery and Alteration	$ 2,500.00
e. Depositor's Forgery	$ 2,500.00
f. Arson Conviction Reward	$ 5,000.00

104. Consultant agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Consultant herein, and provide a certificate of insurance and endorsement that names Consultant and City as additional insureds. Consultant shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

10.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of San Antonio
Attn: Chris Callanen, Assistant to City Council
P.O. Box 839966
San Antonio, Texas 78283-3966

10.6 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability polices;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

10.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

10.8 In addition to any other remedies City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due, to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

10.9 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

10.10 It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

10.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or cause of action by or on behalf of the City shall be limited to insurance coverage provided.

10.12 Consultant and any Subcontractors are responsible for all damage to their own equipment and/or property.

XI. INDEMNITY

11.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought

against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage.

11.2 The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

11.3 Contractor shall advise the City, in writing, within twenty-four (24) hours of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.

11.4 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

11.5 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker's compensation or other employee benefit acts.

XII. INDEPENDENT CONTRACTOR

12.1 It is expressly understood and agreed that the Contractor provides services as an independent contractor, responsible for its respective acts or omissions, and that City shall in no way be responsible therefore. Neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

XIII. CHANGES AND AMENDMENTS

13.1 Any alterations, additions or deletions to the terms hereof shall be affected by written amendment executed by both parties, subject to the approval of City Council when required.

13.2 It is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated herein, without

written amendment, and shall become a part hereof, as of the effective date of the rule, regulation or law.

XIV. LICENSES/CERTIFICATIONS

14.1 Contractor warrants and certifies that Contractor, and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, if any, as applicable to the services provided herein.

XV. SEVERABILITY

15.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including, but not limited to, the City Charter, City Code or ordinances of the City of San Antonio, Texas, then it is the intention of the parties that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof, and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that, in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added, as a part hereof, a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. NOTICES

16.1 Unless otherwise specified to the contrary herein, all official communications and notices required or permitted by this Agreement shall be deemed sufficient if in writing and mailed, certified mail, postage prepaid, to the addresses set forth below:

CITY:
City of San Antonio
Office of Mayor and City Council
Attn: Chris Callanen, Assistant to City Council
P. 0. Box 839966
San Antonio, Texas 78283-3966

CONTRACTOR:
Corporate Payroll Administrators, Inc.
C/O Guillermo Soria
8434 Fountain Circle
San Antonio, Texas 78229

XVII. LAW APPLICABLE

17.1 This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement, shall be heard and determined in the City of San Antonio, County of Bexar, Texas.

XVIII. LEGAL AUTHORITY

18.1 The signer of this Agreement for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute same, on behalf of Contractor, and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained.

XIX. PARTIES BOUND

19.1 This Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, legal representatives and successors, except as otherwise expressly provided for herein.

XX. GENDER

20.1 Words of either gender used in this Agreement shall be held and construed to include the other gender.

XXI. CAPTIONS

21.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge its terms and/or conditions.

XXII. CONFIDENTIALITY

22.1 Contractor acknowledges that, during the term of this Agreement, it may have access to confidential information. As such, Contractor shall establish a method to secure the confidentiality of such records and other information, in accordance with applicable laws, regulations and rules.

XXIII. ENTIRE AGREEMENT

23.1 This Agreement, together with its authorizing ordinance and attachments, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same is in writing, dated subsequent hereto and duly executed by the parties.

Signatures on following page

EXECUTED and AGREED to be effective October 1, 2012.

CITY OF SAN ANTONIO

_____
Sheryl Sculley
City Manager

SORIA, INC. d/b/a
CORPORATE PAYROLL ADMINISTRATORS

_____
Guillermo Soria
Owner

APPROVED AS TO FORM:

_____
City Attorney

Exhibit
I

TABLE OF CONTENTS

- **EXECUTIVE SUMMARY**
- **GENERAL INFORMATION FORM**
- **EXPERIENCE, BACKGROUND & QUALIFICATIONS**
- **PROPOSED PLAN**
- **PRICING SCHEDULE**
- **DISCRETIONARY CONTRACTS DISCLOSURE FORM**
- **LITIGATION DISCLOSURE FORM**
- **(SBEDA) PROGRAM FORMS**
- **PROOF OF INSURABILITY**
- **SIGNATURE PAGE**
- **PROPOSAL CHECKLIST**

EXECUTIVE SUMMARY

STATEMENT OF WORK:

- Processing of payroll to include:

A. Semi-Monthly processing on the 15th and 30th day of each month or as otherwise requested by City with or without a facsimile of each employer's signature.
B. Software utilized is designed specifically for such purpose, and contains continual current applicable federal tax tables with the ability to calculate and track FUTA (Federal Unemployment Tax Act), SUTA (State Unemployment Tax Act) and 941
C. Current and year-to-date earnings information available directly on check stub
D. Preparation and mailing of vendor checks, i.e. child support, health/dental/vision insurance, levies, and any requested voluntary or involuntary deductions as authorized
E. Full tax reporting and tax compliance services to include timely and accurate withholding and remittance to the appropriate Federal Agency, State Agency or entity for federal income taxes, social security taxes, Medicare taxes, Unemployment Taxes to include 941, TWC, 940, and W-2. New Hire Reporting as required by State Agency
F. Processing direct deposits as requested with security measure of stub printed without clients' banking information
G. Preparation and distribution of Payroll Reports are submitted password protected and encrypted via email to City representative and a copy is also included for Finance Department as required.
H. Funding includes drawing of direct deposits for employees and payroll tax liabilities from the City Payroll Account, via ACH (Automated Clearing House) Direct, each pay period. All funds drawn from the City Payroll Account and held in Respondent's bank account are the property of the City to be used solely in conjunction within the scope of services of this RFP. Respondent further agrees to take all necessary action(s) to ensure that such funds shall not be garnished, attached or seized for any reason, including, but not limited to, Respondent's bankruptcy or debts
I. Provide all services necessary to assist the Mayor and each Council member to set up each as an individual employer, with his or her own employees, and give each such employer access to his or her own respective account, said services to include, but not be limited to, obtaining individual Tax Identification Numbers
J. Provide, to each new employee, all necessary set-up services, including, but not limited to, the completion of all paperwork and documentation which may be required by local, state and federal law, rule or regulation. Advise and assist employees in enrolling in health care plans and process paperwork and take necessary deductions from paychecks for health benefits

ADDITIONAL INFORMATION:

- Soria Inc. is a CPA firm locally owned and managed.
    - 2.1 million dollars of entrusted trust fund monies on an annual basis
    - 4.1 million dollars authorized to transmit via ACH (Automatic Clearing House) of total transactions on an annual basis
- 99.98% accuracy rate
- Network backup is completed on a daily basis. External hard drives are stored offsite.
- 100% data recover rate
- Online portals will be implemented January 30, 2013
    - 24 hour 7 day a week employee access to check stubs and W2's
    - Continuous GREEN effort
- Timeline of services is as follows:
    A. Contact is made with City representative 3 days before scheduled payroll
    B. Payroll information is reviewed
        - Accuracy
        - Additions
        - Changes
        - Discrepancies
    C. Same day report transmission
    D. Next day delivery
    E. Physical checks and direct deposit stubs will be personally delivered by Connie Saavedra-Vice President

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

1. **Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: Soria Inc.
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: 8434 Fountain Circle

City: San Antonio State: Texas Zip Code: 78229

Telephone No. 210-344-9595 Fax No: 210-344-9090

Website address: www.cpadministrators.com

Year established: 2001

Provide the number of years in business under present name: 11

Social Security Number or Federal Employer Identification Number: 20-3844874

Texas Comptroller's Taxpayer Number, if applicable: 32018601735
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: 132251351

Business Structure: Check the box that indicates the business structure of the Respondent.

___Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
___Partnership
X Corporation If checked, check one: X For-Profit ___Nonprofit
Also, check one: ___Domestic ___Foreign
___Other If checked, list business structure: _____

Printed Name of Contract Signatory: Guillermo E Soria
Job Title: President

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:
Corporate Payroll Administrators, Inc - Since 2001

Provide address of office from which this project would be managed:
City: 8434 Fountain Circle State: Texas Zip Code: 78229

Telephone No. 210-344-9595 Fax No: 210-344-9090

Annual Revenue: $ $325,000.00

Total Number of Employees: 3

Total Number of Current Clients/Customers: 250

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

Public Accounting, Consulting, Tax Return Preparation, IRS Representation

List Related Companies:

Corporate Payroll Administrators Inc.

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: Connie Saavedra Title: Vice-President

Address: 8434 Fountain Circle

City: San Antonio State: Texas Zip Code: 78229

Telephone No. 210-344-9595 Fax No: 210-344-9090

Email: csaavedra@cpadministrators.com

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No X

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes X No ___ If "Yes", list authorizations/licenses.

CPA License

Authorized IRS Reporting Agent

5. Where is the Respondent's corporate headquarters located? 8434 Fountain Circle

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes X No ___ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years 11 Months_____

b. State the number of full-time employees at the San Antonio office. 3

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months_____

d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information**: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No X If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

_____

_____

8. **Surety Information**: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ___ No X If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

_____

_____

9. **Bankruptcy Information**: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No X If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

_____

_____

10. **Disciplinary Action**: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

No

_____

_____

11. **Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No X If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

_____

_____

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?
Yes ___ No X If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

_____

_____

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No X If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

_____

_____

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name: City of San Antonio

Contact Name: Chris Callanen Title: Assistant to City Council

Address: 100 Military Plaza, 4th Floor

City: San Antonio State: Texas Zip Code: 78205

Telephone No. 210-207-7045 Fax No: 210-207-7027

Email address: chris.callanen@sanantonio.gov

Date and Type of Service(s) Provided: City Council Aides Turn-Key Payroll Services, Benefits Administration, New Hire Administration

Reference No. 2:

Firm/Company Name: San Antonio Prosthetics Corporation

Contact Name: Lorenzo Gonzalez Title: President

Address: 11933 Network Blvd

City: San Antonio State: Texas Zip Code: 78249-3399

Email address:

Telephone No. 210-616-0761 Fax No: 210-616-0157

Date and Type of Service(s) Provided: Turn-Key Payroll Services, Financial and Accounting Reporting, Consulting, Tax Return Preparation

Reference No. 3:

Firm/Company Name: SPD Concrete Contractors, Inc.

Contact Name: Jose Aguayo Title: President

Address: 151 Harcourt

City: San Antonio State: Texas Zip Code: 78223

Email address: asaguayo@yahoo.com

Telephone No. 210-389-2768 Fax No:

Date and Type of Service(s) Provided: Turn-Key Payroll Services, Financial and Accounting Reporting, Consulting, Tax Return Preparation

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND AND QUALIFICATIONS

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant accounts of similar size and scope performed over the past four years for each of the following categories. For each account listing, include a customer contact name, email address, and fax number.

Monthly payroll processing services and other related services.

a. Tax reporting and tax compliance services, including the preparation of quarterly and year end tax returns, filing of tax returns, W-2 processing and the remittance federal income tax, Social Security taxes, Medicare taxes and unemployment taxes.

b. Payroll reports, the types of reports typically provided and your ability to create custom reports that meet the specific requirements of clients, if necessary. Include the mediums that are available for the distribution of such payroll reports.

c. Voluntary and involuntary payroll deductions, including experience acting as an agent for the collection of health care premiums and the payment thereof.

RESPONSE:

Experience relevant to scope of services:

Soria, Inc. has been providing client-satisfaction driven services since January 2001 in a variety of industries such as local governmental agency, health care providers, service, retail, and manufacturing companies. We provide a turn-key payroll product by partnering with our clients.

Accounts of similar size and scope:

Client 1:	*City of San Antonio*
Contact Name:	*Chris Callanen*
Email:	*Chris.Callanen@sanantonio.gov*
Fax:	*210-207-7027*

Scope: Provide payroll services for 11 elected officials; Mayor office and 10 Council Districts. Responsible for timely and accurately processing semi-monthly payroll on the 15th and 30th with year-to-date earnings and deductions information, initiating and processing direct deposits.

A. Drafting and remitting Federal, State, and Local tax Reporting of New Hires as required by Governmental State Agency

Filing of TWC reports as required by Governmental State Agency

Filing of 941 reports each quarter as required by Governmental Federal Agency

Filing of 940 reports annually as required by Governmental Federal Agency

Filing of W3 reports annually as required by Governmental Federal Agency

Filing of W2 forms annually as required by Governmental Federal Agency

B. Standard Reports include:
- Check Register
- Payroll Journal
- Depository Totals

Creating custom report consolidating payroll data for Mayor and 10 Districts as required for Finance Department. Reports are provided via email password protected and encrypted

C. Preparation, collection, and payment of vendor liabilities to include:
- Child support
- Health/dental/vision insurance
- Government levies
- As requested voluntary or involuntary deductions as authorized

Additional Services provided include:

- Human Resource management to include employment and compliance regarding employees, employee relations, create and employee folder and deliver to City, assist employees with completion of all new hire forms, and maintain in constant communication with City representative regarding any changes, terminations, or new hires.

- Benefits management to include administration of daily tasks such as processing enrollment forms, changes, and/or terminations. Reconciliation of bills and premiums paid; perform ongoing audits of payroll deductions. Receiving copies of bills, reconciling against current changes and updates, auditing for accuracy, and notifying carriers of necessary adjustments. Process termination of employees from the various coverage's in a timely fashion. This includes submitting status changes via online, filing records, and verifying that changes are reflected in the billing. Assist the broker with coordinating employee meetings and employee communication to include maintenance of benefit rate sheets and summary of benefit forms provided for new and existing employees. Provide packets and enroll newly eligible employees and/or dependents in benefit plans. Review qualifying events to determine eligibility. Respond to employee inquiries. Includes copying, faxing, mailing, recording and filing the enrollment forms and notifying update of payroll records with employee benefits issues.

- Setup of individual employers with EIN taxpayer identification, setup of individual employers with TWC taxpayer identification, setup of payroll archive with facsimile electronic signatures, communication directly with IRS with regard to any notices related to payroll services, and general consulting as requested.

- IRS representation for previous Council Members related to payroll services provided

- Authorized IRS Reporting Agent for 11 elected Officials

Client 2:	*SPD Concrete Contractors, Inc.*
Contact Name:	*Jose Aguayo*
Email:	*asaguayo@yahoo.com*
Fax:	*210-333-6742*

Scope: Weekly multi-state payroll services for 40+ employees with year-to-date earnings and deductions information, initiating and processing direct deposits.

A. Drafting and remitting Federal, State, and Local tax reporting of New Hires as required by Governmental State Agency, reporting of TWC reports as required by Governmental State Agency, reporting of 941 reports each quarter as required by Governmental Federal Agency, reporting of 940 reports annually as required by Governmental Federal Agency, reporting of W3 reports annually as required by Governmental Federal Agency, reporting of W2 forms annually as required by Governmental Federal Agency

B. Creating custom report required for Certified Payroll. Certified payroll is required for Government funded projects. They must follow the Davis Beacon Act and must be reported each time payroll is processed. Without this report, our client will not receive their contract payments. Reports are provided via email password protected and encrypted

C. Preparation, collection, and payment of vendor liabilities to include:

Child support
Government levies
As requested voluntary or involuntary deductions as authorized

Additional Services provided include:

- IRS Representation
- Chief Financial Officer Services
- Corporate Tax Return Preparation
- Accounting & Financial Reporting
- Project Management
- Individual Tax Return preparation for 3 corporate officers

Client 3:	*San Antonio Prosthetics Corporation*
Contact Name:	*Lorenzo Gonzalez*
Email:	
Fax:	*210-616-0157*

Scope: Bi-Weekly payroll services for 10+ employees with year-to-date earnings and deductions information, initiating and processing direct deposits.

A. Drafting and remitting Federal, State, and Local tax reporting of New Hires as required by Governmental State Agency, reporting of TWC reports as required by Governmental State Agency, reporting of 941 reports each quarter as required by Governmental Federal Agency, reporting of 940 reports annually as required by Governmental Federal Agency, reporting of W3 reports annually as required by Governmental Federal Agency, reporting of W2 forms annually as required by Governmental Federal Agency

B. Creating custom report required for insurance audits. Reports are provided via email password protected and encrypted

C. Preparation, collection, and payment of vendor liabilities to include:
   Child support
   Government levies
   As requested voluntary or involuntary deductions as authorized

Additional Services provided include:

- IRS Representation
- Corporate Tax Return Preparation
- Accounting & Financial Reporting
- Individual Tax Return preparation for 3 corporate officers
- Business management consulting

2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the department for which Respondent provided those services. For each account listing, include a customer contact name, email address, and fax number.

We have been providing turn-key payroll services for City of San Antonio for several years with specific experience as requested within this RFP.

- **Contact:**

Department:	Assistant to City Council
Name:	Chris Callanen
Email:	Chris.Callanen@sanantonio.gov
Fax:	210-207-7027

3. Expertise of Key Personnel.

a. Identify all key personnel to be assigned to this contract.
b. State the primary work assignment of key personnel, if awarded the contract.
c. Describe in detail relevant experience and expertise of each team member.

RESPONSE:

A. Guillermo E Soria, CPA - President

B. Responsible for negotiation, execution, compliance, and completion of contract parameters and requirements

C. 25+ years of public accounting and private industry experience with extensive knowledge and expertise in payroll administration. Managed and supervise Corporations with 5 million+ of annual salaries

A. Connie Saavedra – Vice-President

B. Responsible for Turn-Key payroll service, customer relations, continual service and final product

C. 10+ years of knowledge and expertise in payroll processing, timely and accurate filing of all information returns related to payroll, processing of payroll for multiple industries and multiple states.

d. Provide brief resumes for key personnel to be involved in this contract, to include:

- Name and title
- Significant past projects worked by this individual
- Years of experience providing payroll services
- Areas of specialty
- Education, training, certifications and/or licenses
- Types of projects worked and activities performed for the past two years
- Other experience and qualifications relevant to this type of contract

Response: Guillermo E. Soria, CPA - President

- City of San Antonio City Council Aides contract management
  SPD Concrete Contractors, Inc. CFO Services, consulting services, Corporate Tax return preparation, individual Officer tax return preparation, and business management consulting.

- 25+ years experience in Payroll Administrations

- Business Management, CFO Services, IRS Representation, Accounting & Financial reporting in accordance to GAAP regulations, Corporate and Individual Tax Return Preparation, and Consulting

- Education and licenses include Certified Public Accountant license with a Bachelors in Business Administration

- Multiple IRS representation projects, Multiple CFO projects, Multiple Corporate and Individual Tax Return preparation projects, Multiple Business, Management projects, and Ownership of multiple businesses and Ownership of multiple businesses

- Managed and supervise Corporations with 5 million+ of annual salaries

Connie Saavedra – Vice-President

- City of San Antonio City Council Aides Payroll Services
  SPD Concrete Contractors, Inc. turn-key payroll, accounting & financial reporting, project management and consulting

- 10+ years experience in Turn-Key Payroll

- Accounting & Financial Reporting, Project Management, Consulting

- Education and licenses include Accounting Certificate, Level II

- Multiple payroll projects, Multiple accounting & financial reporting projects, Multiple consulting projects, and multiple project management projects

- From inception of tenure assigned to the City contract

4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.

Response: Not applicable

5. Additional Information. State any other qualifications that, in your opinion, distinguish your firm from the competition. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

Response: **Highlights**

- **We are CPA owned and managed**
- **Our office is located in San Antonio**
- **We can offer extensive lines of services**
- **We follow GAAP regulations**
- **Transaction processing accuracy rate is over 99.98%**
- **Continuous GREEN efforts**
- **We are entrusted with over 2.1 million dollars of trust fund monies on an annual basis**

- **Transmit via ACH (Automatic Clearing House) over 4.1 million dollars of total transactions per year**
- **Currently hold the City contract for providing services to Mayor and City Council Offices**

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

1. Operating Plan – Describe the proposed plan to conduct operations, including service categories, specific tasks, staff assigned and schedule of events.

Response: Guillermo E. Soria, CPA-President
Supervise ongoing processing
Supervise setup of Mayor and Council Member accounts
Provide IRS representation as required

Connie Saavedra Vice-President
Ensure payroll is accurately processed and personally delivered on time by 15th and 30th of each month as requested, tax payments are processed accurately and on time as required, hand deliver payroll, provide response to any City Finance Department inquiries related to respective payroll processed, provide response to any Tax Authority inquiries related to respective payroll processed, and provide response to any questions from the Assistant to City Council.

Ensure all employee forms are accurately completed, employee folder is created and delivered to City personnel as designated, ensure benefit enrollment forms are completed and filed in an accurate and timely manner as needed, and ensure deductions are accurately withheld and remitted as required.

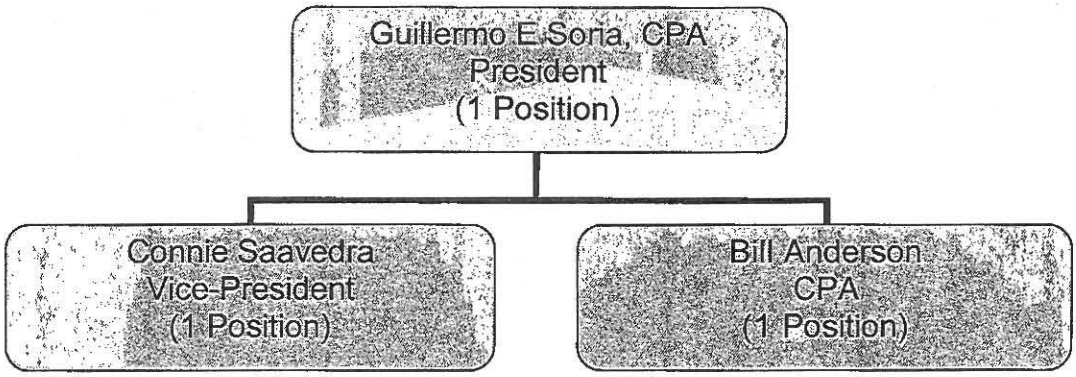
Ensure any new Council Member and/or Mayor is accurately and timely setup as a new employer and taxing authority accounts related to payroll are accurately and timely setup.

2. Staffing Plan –

   a. Provide an organizational chart showing Respondent's staffing by position title.
   b. On the chart, indicate the number of positions and location (by office).

c. Show on the chart the position of each key staff member identified in response to Question #3 in - Experience/Background/Qualifications attachment of this RFP.

Response:



3. Quality Assurance and Control Plan – Describe Respondent's Plan to ensure accuracy and security of information to include the following:

a. Accuracy of data entry and reporting:

Response: Process data as received by City representative and verify against totals provided on each individual spreadsheet provided by City representative.

Currently have an accuracy rate of 99.98%.

b. Describe Respondent's quality and internal controls;

Response: Segregation of duties between processing and reconciling

Benchmark of errors and/or changes

Bank accounts are reconciled each month to deter and detect errors, fraud, and theft

Physical files are in locked file cabinets with access only by authorized personnel

ACH transmissions are verified daily

Passwords are secured with a password-protected file. Password is known by Guillermo E Soria, CPA-President and Connie Saavedra-Vice-President

c. Security measures utilized to protect client payroll information;

Response: All computers, software for processing, transmitting, tax payments, and report transmissions are encrypted and password protected

Firewall and anti-virus protection is located on each work station

Office premises is protected by Wireless backup alarm system

d. Data back-up to include description of system and success rate of recovery;

Response: System is set on automatic backup by Novastor software. Recovery rate is 100%

e. Protection from fraud or errors; and

Response: Payroll check stubs no longer include full social security numbers, payroll checks which are direct deposited no longer include banking information, and our company has errors and omissions insurance policy.

f. Data transmission security measures.

Response: ACH transmissions are encrypted and protected with a password

Payroll transmitting software is password protected

All reports submitted are encrypted and password protected.

4. Sample Documents – Include with submittal, samples of the Respondent's payroll reports, paycheck stubs, and any other documents related to the scope of services.

Response: Please See Attached Client Reports-Sample PDF File

5. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

Response: In our continuous GREEN effort, online portals will be implemented to allow each employee 24 hour 7 day a week access to check stubs and W2's.

SAMPLE
Check List

All Bank Accounts

January 1, 2012

Check Number	Check Date	Payee		Amount
Payroll Checks				
9000	01/01/12	1, Employee		331.97
9001	01/01/12	2, Employee		581.92
9003	01/01/12	3, Employee		0.00
			Payroll Check Total	913.89
			Check List Total	913.89

SAMPLE
Payroll Journal - Detailed

All Bank Accounts

January 1, 2012

Pay Description	Hours	Amount	Withholding Taxes	Amount	Deductions	Amount
Work Location: Business Location						
Department:						
1	**1, Employee**			**Check # 9000**		**01/01/12**
Wages	40.0000	400.00	FICA-SS	16.80		
			FICA-MED	5.80		
			FIT	45.43		
Totals		400.00		68.03		0.00
Company Expenses					**Net Check**	331.97
ERFUTA: 2.40 ERFICA-SS: 24.80 ERFICA-MED: 5.80 Texas SUI: 0.00					**Net Pay**	331.97
2	**2, Employee**			**Check # 9001**		**01/01/12**
Wages	60.0000	715.00	FICA-SS	30.03		
			FICA-MED	10.37		
			FIT	92.68		
Totals		715.00		133.08		0.00
Company Expenses					**Net Check**	581.92
ERFUTA: 4.29 ERFICA-SS: 44.33 ERFICA-MED: 10.37 Texas SUI: 0.00					**Net Pay**	581.92
3	**3, Employee**			**Check # 9003**		**01/01/12**
Salary	0.0000	961.54	FICA-SS	40.38	Direct Deposit	753.52
			FICA-MED	13.94		
			FIT	153.70		
Totals		961.54		208.02		753.52
Company Expenses					**Net Check**	0.00
ERFUTA: 5.77 ERFICA-SS: 59.62 ERFICA-MED: 13.94 Texas SUI: 0.00					**Net Pay**	0.00

SAMPLE
Payroll Journal - Detailed

All Bank Accounts

January 1, 2012

Pay Description	Hours	Amount	Withholding Taxes	Amount	Deductions	Amount
Company Totals						
Wages	100.0000	1,115.00	FICA-SS	87.21	Direct Deposit	753.52
Salary	0.0000	961.54	FICA-MED	30.11		
			FIT	291.81		
Totals		2,076.54		409.13		753.52
Company Expenses					**Net Check**	913.89
ERFUTA: 12.46 ERFICA-SS: 128.75 ERFICA-MED: 30.11 Texas SUI: 0.00					**Net Pay**	913.89

SAMPLE
Deduction Register

January 1, 2012

Employee ID	Employee Name		Amount
Deductions			
Direct Deposit			
3	3, Employee		753.52
		Total	753.52
		Deduction Total	753.52

SAMPLE
Depository Totals
January 1, 2012

Description		Employee	Employer	Total
Gross Pay	2,076.54			
Total Checks	913.89			
Net Pay	913.89			
Federal Depository Totals				
FICA-SS		87.21	128.75	215.96
FICA-MED		30.11	30.11	60.22
		117.32	158.86	276.18
FIT				291.81
Deposit				567.99
Federal Unemployment Taxes				
ERFUTA				12.46
Deductions				
Direct Deposit				753.52
Grand Total				2,247.86

SAMPLE
1111 Go To Lane
San Antonio, TX 78000

Bank of America
011000138

9000

Check date: 01/01/12

Pay to the order of: Employee 1 $ **********331.97

**Three Hundred Thirty-One And 97/100 Dollars

Employee 1
1111 Go To Lane
San Antonio, TX 78222

⑈0000009000⑈ ⑆011000138⑆ 0000000000⑈

SAMPLE 1111 Go To Lane San Antonio, TX 78000 **Employee 1** 1111 Go To Lane San Antonio, TX 78222 *Social Security #:* 0000 *Department:* *Employee ID:* 1 *Period Begin:* 01/01/12 *Period End:* 01/31/12 *Check Date:* 01/01/12 *Check Number:* 9000 *Benefit* *YTD Used* *Available*	*Wages*	*Rate*	*Hours*	*Amount*	*YTD*	*Deductions*	*Amount*	*YTD*
	Wages	10.00	40.00	400.00	400.00			
	Total Wages		40.00	400.00	400.00	***Total Deductions***	0.00	0.00
	Withholdings			*Amount*	*YTD*		*Amount*	*YTD*
	FICA-SS			16.80	16.80	***Net Check***	331.97	331.97
	FICA-MED			5.80	5.80	*Direct Deposit Acct*	*Amount*	*YTD*
	FIT			45.43	45.43			
	Total Withholdings			68.03	68.03	***Direct Deposit Total***	0.00	0.00

SAMPLE 1111 Go To Lane San Antonio, TX 78000 **Employee 1** 1111 Go To Lane San Antonio, TX 78222 *Social Security #:* 000-00-0000 *Department:* *Employee ID:* 1 *Period Begin:* 01/01/12 *Period End:* 01/31/12 *Check Date:* 01/01/12 *Check Number:* 9000 *Benefit* *YTD Used* *Available*	*Wages*	*Rate*	*Hours*	*Amount*	*YTD*	*Deductions*	*Amount*	*YTD*
	Wages	10.00	40.00	400.00	400.00			
	Total Wages		40.00	400.00	400.00	***Total Deductions***	0.00	0.00
	Withholdings			*Amount*	*YTD*		*Amount*	*YTD*
	FICA-SS			16.80	16.80	***Net Check***	331.97	331.97
	FICA-MED			5.80	5.80	*Direct Deposit Acct*	*Amount*	*YTD*
	FIT			45.43	45.43			
	Total Withholdings			68.03	68.03	***Direct Deposit Total***	0.00	0.00

SAMPLE
1111 Go To Lane
San Antonio, TX 78000

Bank of America
011000138

9001

Check date: 01/01/12

Pay to the order of: Employee 2 $ **********581.92

**Five Hundred Eighty-One And 92/100 Dollars

Employee 2
1111 Go To Lane
San Antonio, TX 78222

⑈000009001⑈ ⑆011000138⑆ 000000000000⑈

SAMPLE
1111 Go To Lane
San Antonio, TX 78000

Employee 2
1111 Go To Lane
San Antonio, TX 78222

Social Security #: 0000
Department:
Employee ID: 2
Period Begin: 01/01/12
Period End: 01/31/12
Check Date: 01/01/12
Check Number: 9001

Benefit	*YTD Used*	*Available*

Wages	*Rate*	*Hours*	*Amount*	*YTD*
Wages	11.00	60.00	715.00	715.00
Total Wages		60.00	715.00	715.00

Withholdings	*Amount*	*YTD*
FICA-SS	30.03	30.03
FICA-MED	10.37	10.37
FIT	92.68	92.68
Total Withholdings	133.08	133.08

Deductions	*Amount*	*YTD*
Total Deductions	0.00	0.00

	Amount	*YTD*
Net Check	581.92	581.92

Direct Deposit Acct	*Amount*	*YTD*
Direct Deposit Total	0.00	0.00

SAMPLE
1111 Go To Lane
San Antonio, TX 78000

Employee 2
1111 Go To Lane
San Antonio, TX 78222

Social Security #: 000-00-0000
Department:
Employee ID: 2
Period Begin: 01/01/12
Period End: 01/31/12
Check Date: 01/01/12
Check Number: 9001

Benefit	*YTD Used*	*Available*

Wages	*Rate*	*Hours*	*Amount*	*YTD*
Wages	11.00	60.00	715.00	715.00
Total Wages		60.00	715.00	715.00

Withholdings	*Amount*	*YTD*
FICA-SS	30.03	30.03
FICA-MED	10.37	10.37
FIT	92.68	92.68
Total Withholdings	133.08	133.08

Deductions	*Amount*	*YTD*
Total Deductions	0.00	0.00

	Amount	*YTD*
Net Check	581.92	581.92

Direct Deposit Acct	*Amount*	*YTD*
Direct Deposit Total	0.00	0.00

SAMPLE
1111 Go To Lane
San Antonio, TX 78000

Bank of America
011000138

9002

Check date: 01/01/12

Pay to the order of: Employee 3 $ **********753.52

**Seven Hundred Fifty-Three And 52/100 Dollars

Employee 3
1111 Go To Lane
San Antonio, TX 78222

⑈000000900 2⑈ ⑆011000138⑆ 000000000000⑈

SAMPLE
1111 Go To Lane
San Antonio, TX 78000

Employee 3
1111 Go To Lane
San Antonio, TX 78222

Social Security #: 0000
Department:
Employee ID: 3
Period Begin: 01/01/12
Period End: 01/31/12
Check Date: 01/01/12
Check Number: 9002

Benefit	*YTD Used*	*Available*

Wages	*Rate*	*Hours*	*Amount*	*YTD*
Salary	961.54	0.00	961.54	961.54
Total Wages		0.00	961.54	961.54

Withholdings	*Amount*	*YTD*
FICA-SS	40.38	40.38
FICA-MED	13.94	13.94
FIT	153.70	153.70
Total Withholdings	208.02	208.02

Deductions	*Amount*	*YTD*
Total Deductions	0.00	0.00

	Amount	*YTD*
Net Check	753.52	753.52

Direct Deposit Acct	*Amount*	*YTD*
Direct Deposit Total	0.00	0.00

SAMPLE
1111 Go To Lane
San Antonio, TX 78000

Employee 3
1111 Go To Lane
San Antonio, TX 78222

Social Security #: 000-00-0000
Department:
Employee ID: 3
Period Begin: 01/01/12
Period End: 01/31/12
Check Date: 01/01/12
Check Number: 9002

Benefit	*YTD Used*	*Available*

Wages	*Rate*	*Hours*	*Amount*	*YTD*
Salary	961.54	0.00	961.54	961.54
Total Wages		0.00	961.54	961.54

Withholdings	*Amount*	*YTD*
FICA-SS	40.38	40.38
FICA-MED	13.94	13.94
FIT	153.70	153.70
Total Withholdings	208.02	208.02

Deductions	*Amount*	*YTD*
Total Deductions	0.00	0.00

	Amount	*YTD*
Net Check	753.52	753.52

Direct Deposit Acct	*Amount*	*YTD*
Direct Deposit Total	0.00	0.00

SAMPLE
1111 Go To Lane
San Antonio, TX 78000

9003

Check date: 01/01/12

Pay to the order of: Employee 3 $ **********0.00

**Zero and 00/100

Employee 3
1111 Go To Lane
San Antonio, TX 78222

SAMPLE 1111 Go To Lane San Antonio, TX 78000 **Employee 3** 1111 Go To Lane San Antonio, TX 78222 *Social Security #:* 0000 *Department:* *Employee ID:* 3 *Period Begin:* 01/01/12 *Period End:* 01/31/12 *Check Date:* 01/01/12 *Check Number:* 9003 *Benefit* *YTD Used* *Available*	*Wages*	*Rate*	*Hours*	*Amount*	*YTD*	*Deductions*	*Amount*	*YTD*
	Salary	961.54	0.00	961.54	961.54	Direct Deposit	753.52	753.52
	Total Wages		0.00	961.54	961.54	***Total Deductions***	753.52	753.52
	Withholdings			*Amount*	*YTD*		*Amount*	*YTD*
	FICA-SS			40.38	40.38	***Net Check***	0.00	0.00
	FICA-MED			13.94	13.94	*Direct Deposit Acct*	*Amount*	*YTD*
	FIT			153.70	153.70			
	Total Withholdings			208.02	208.02	***Direct Deposit Total***	0.00	0.00

SAMPLE 1111 Go To Lane San Antonio, TX 78000 **Employee 3** 1111 Go To Lane San Antonio, TX 78222 *Social Security #:* 000-00-0000 *Department:* *Employee ID:* 3 *Period Begin:* 01/01/12 *Period End:* 01/31/12 *Check Date:* 01/01/12 *Check Number:* 9003 *Benefit* *YTD Used* *Available*	*Wages*	*Rate*	*Hours*	*Amount*	*YTD*	*Deductions*	*Amount*	*YTD*
	Salary	961.54	0.00	961.54	961.54	Direct Deposit	753.52	753.52
	Total Wages		0.00	961.54	961.54	***Total Deductions***	753.52	753.52
	Withholdings			*Amount*	*YTD*		*Amount*	*YTD*
	FICA-SS			40.38	40.38	***Net Check***	0.00	0.00
	FICA-MED			13.94	13.94	*Direct Deposit Acct*	*Amount*	*YTD*
	FIT			153.70	153.70			
	Total Withholdings			208.02	208.02	***Direct Deposit Total***	0.00	0.00

* = Required fields

City of San Antonio
Discretionary Contracts Disclosure

Office of the City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

*This is a (●) New Submission or ( ) Correction or ( ) Update to previous submission.

1. Name of person submitting this disclosure form

First: Guillermo M.I. E Last: SORIA Suffix:

2. Contract information

a) Contract or project name: PAYROLL SERVICES

b) Originating department:

3. Name of individuals or entities seeking a contract with the city (the parties to the contract)

SORIA INC

4. List any business entities that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3

☑ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Names of partner, parent, or subsidiary business entities:

5. List any individuals or entities that will be subcontractors on this contract

☑ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract

☑ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

7. Disclosure of political contributions

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☑ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

* = Required fields

City of San Antonio
Discretionary Contracts Disclosure

Office of the City Clerk

☐ List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for High-Profile Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

a) Legal signatory of a high-profile contract
b) Any individual seeking a high-profile contract
c) Any owner or officer of an entity seeking a high-profile contract
d) The spouse of any of individual listed in response to (a) through (c) above
e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

Disclosure of conflict of interest

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☑ I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

*Acknowledgements

☑ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☑ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

* = Required fields

City of San Antonio
Discretionary Contracts Disclosure

Office of the City Clerk

*Contribution Prohibitions for "High-Profile" Contracts

(•) This is not a high-profile contract.

( ) This is a high-profile contract.

*Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractors and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Clerk.

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

Oath

☑ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Guillermo E Soria, CPA **Title:** PRESIDENT

Company Name or DBA: Soria Inc. **Date:** 10/12/2012

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, send to:
Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No _X__

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ___ No _X__

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ___ No _X__

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFP ATTACHMENT B

PRICE SCHEDULE

1. Submit proposed fee to provide payroll services and issue payroll checks on a bi-monthly basis as described in the Scope of Services. At a minimum, Respondent's proposed fee shall include the items as listed in the tables below. Respondent shall add additional lines for items not currently listed. For each item listed, the Respondent shall also include a cost breakdown (i.e. – Base Fee, per Check Charge, etc.).

   Payroll Processing Fee $ 21.27 Per Check

2. Provide proposed fee in connection with issuing checks by using a facsimile of each employer's signature, considering that such issued checks would then be delivered to the appropriate City office, through the designated City representative, in scaled window envelopes, segregated by employer. Respondent shall also include a cost breakdown for each item listed (i.e. – Base Fee, per Check Charge, etc.).

   Proposed Pricing Using Employer's Facsimile:

   Payroll Processing Fee $ 21.27 Per Check

3. Provide proposed fee in connection with issuing checks without the use of a facsimile of each employer's signature, considering that such issued checks would then be delivered to the appropriate City office, through the Assistant to the Mayor and Council, segregated by employer. Respondent shall also include a cost breakdown for each item listed (i.e. – Base Fee, per Check Charge, etc.).

   Proposed Pricing without Using Employer's Facsimile:

   Payroll Processing Fee $ 21.27 Per Check

4. Provide proposed fee in connection with the maintenance by Respondent of all payroll records in accordance with all applicable laws and City record retention policies and, further, such proposed fees in connection with Respondent's delivery, to the City, of copies of any and all documents, papers and other records related to the employees and the scope of services within this RFP, as requested by the City, within ten (10) business days of such request. Respondent shall also include a cost breakdown and/or detailed description for each item listed.

   Proposed Fee Associated with Records Maintenance:

Payroll Processing Fee $ 0.00 Per Check

5. Provide information in connection with any additional fees, which may be charged by Respondent for special requests made by the City under this RFP. Respondent shall also include a cost breakdown and/or detailed description for each item listed.

Additional Fees Associated with Special Requests:

One Time Set Up Fee $ 250.00 Per Employer

Changes/Additions to Finalized Payroll $ 75.00 Per Hour
Note: If requested change is due to error by awarded Respondent, no additional fee shall be charged to the City.

Custom Reports $ 75.00 Per Hour

Consulting Services should include: $ 75.00 Per Hour
Budget Forecasts; Payroll Analysis; Research Requests, etc.

6. Provide a listing of any other fees charged by Respondent in the ordinary course of business, if applicable. Respondent shall also include a cost breakdown and/or detailed description for each item listed.

*These fees will not be evaluated per the price schedule but are for informational use as part of your RFP submission.

Open Enrollment $ 75.00

Open Enrollment New Setups $ 75.00

FARMERS

MORENO INSURANCE AGENCY

3800 BLANCO RD
SAN ANTONIO, TX 78212
(210)256-8576 OFFICE
(210)499-0829 FAX
(210)296-9475 CELL

To: Whom it may concern, 10/12/2012

I am pleased to inform you that our Insurance Agency provides the required coverage's your company is requesting from our insured if granted the contract.

Thank you,
Julie A. Rodriguez
Commercial Specialist

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08-22-2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
GUARANTY INSURANCE SVCS INC/PHS
812260 P:(866)467-8730 F:(877)905-0457
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext): (866)467-8730 FAX (A/C, No): (877)905-0457
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Ins Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SORIA INC
8434 FOUNTAIN CIR
SAN ANTONIO TX 78229

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATUTORY LIMITS / OTHER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		65 WEC NW3829	09/05/2012	09/05/2013	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

RECEIVED SEP 03 2012 BY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER
Corportate Payroll Administrators
6202 West Ave
San Antonio, TX 78213

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jac Mallon

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

BUSINESSOWNERS COVERAGE PART DECLARATIONS

OFFICE PAC

POLICY NO.: IL-PACP-6473B481-TLC-12
ISSUE DATE: 01-05-12

INSURING COMPANY:
THE TRAVELERS LLOYDS INSURANCE COMPANY

POLICY PERIOD:
From 02-15-12 to 02-15-13 12:01 A.M. Standard Time at your mailing address.

FORM OF BUSINESS: INDIVIDUAL

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

OCCURRENCE FORM	LIMITS OF INSURANCE
General Aggregate (except Products-Completed Operations Limit)	$ 2,000,000
Products-Completed Operations Aggregate Limit	$ 2,000,000
Personal and Advertising Injury Limit	$ 1,000,000
Each Occurrence Limit	$ 1,000,000
Damage to Premises Rented to You	$ 300,000
Medical Payments Limit (any one person)	$ 5,000

BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: $ 1,000 per occurrence.
Building Glass: $ 1,000 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months

Period of Restoration-Time Period: Immediately

ADDITIONAL COVERAGE:
Fine Arts: $ 25,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

COMMERCIAL GENERAL LIABILITY COVERAGE IS SUBJECT TO A GENERAL AGGREGATE LIMIT

BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 01 BUILDING NO.: 01

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING *Replacement Cost	$ 242,050	RC*	N/A	0.0%
BUSINESS PERSONAL PROPERTY *Replacement Cost	$ 31,321	RC*	N/A	0.0%

COVERAGE EXTENSIONS:

Accounts Receivable	$	25,000
Valuable Papers	$	25,000

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.

CNA SURETY

PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com

September 20, 2011

Corporate Payroll Administrators, Inc.
8434 Fountain Cir.
San Antonio, TX 78229

Bond # 69230277
Corporate Payroll Administrators, Inc.

$10,000.00
Company Code: 0601 WESTERN SURETY COMPANY
Dishonesty B - Payroll Processing

Enclosed is a rider adjusting your bond coverage as requested. To assure proper coverage, you must file this rider with the original bond.

If there is a premium due because of the required change to this bond, an invoice is included with the rider. If an invoice is included, please pay the amount indicated within 30 days.

If the rider is no longer needed, please write the word "Void" on the document and return it to us. If you are no longer required to post this bond, please advise our office accordingly.

If you have any questions, please contact your local agent.

Enclosure

Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Insured and WESTERN SURETY COMPANY, that instead of as originally written:

The address has been changed to read:

8434 Fountain Cir.
San Antonio TX 78229

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the bond, except as hereinabove set forth.

This Rider becomes effective on the 20th day of September, 2011, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of bond No. 69230277 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to Corporate Payroll Administrators, Inc.

Signed this 20th day of September, 2011.

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

Form 128-4-2002

CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *Payroll Services*

RESPONDENT NAME: SORIA INC

SOLICITATION API: ***Small Business Enterprise (SBE) Prime Contract AND Minority/Woman Business Enterprise (M/WBE) Prime Contract Programs***

API REQUIREMENTS: **In order to receive the ten (10) evaluation preference points associated with the SBE Prime Contract and/ or ten (10) evaluation preference points associated with the M/WBE Prime Contract on this solicitation, S/M/WBE Prime Respondents must document on this form that at least 51% of this contract shall be self-performed or shall be subcontracted to other certified Small Business and/or Minority Business Enterprises and/or Woman Business Enterprises with a Significant Business Presence within the San Antonio Metropolitan Statistical Area.**

S/M/WBEs must be certified with the South Central Texas Regional Certification Agency and be headquartered or have Significant Business Presence in the San Antonio Metropolitan Statistical Area to satisfy the above-stated goals and receive preference points. For further clarification, please contact Shuchi Nagpal, at (210) 207-0071.

Section 1. Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

Section 2. List ALL subcontractors / suppliers that will be utilized for the entire contract period, excluding possible extensions and renewals. Use additional sheets if necessary.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
SECTION 1. PRIME				
Name:SORIA INC	$	100%	ESBE,HABE,MBE,SBE #: 211,049,537	94,610
SECTION 2. SUBCONTRACTOR(s):				
1.Name:	$	%	#:	
2. Name:	$	%	#:	
3. Name:	$	%	#:	
4. Name:	$	%	#:	
5. Name:	$	%	#:	
6. Name:	$	%	#:	
Total Prime Participation:	$	1,000%	ESBE,HABE,MBE,SBE #: 211,049,537	94,610
Total Sub Participation:	$	%	#:	
Total Prime & Sub Participation*:	$	%	#:	
Total Certified Sub Participation:	$	%	#:	

Total Prime & Sub participation must equal your base bid amount.

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

_____

SIGNATURE OF AUTHORIZED AGENT

President

TITLE

10/11/12

DATE

210.344.9595

PHONE

****

FOR CITY USE

Action Taken: **Approved**_____ **Denied**_____

_____

DIRECTOR
ECONOMIC DEVELOPMENT

SCTRCA

Business Enterprise Certification Program

Soria, Inc.

has filed the appropriate affidavit with the South Central Texas Regional Certification Agency (SCTRCA) and is hereby certified, in accordance with SCTRCA Policies and Procedures, as a:

*** ESBE HABE MBE SBE**

This Certification Certificate must be updated by submission of a Compliance Affidavit. You are required to notify the SCTRCA within 30 days of any change in circumstances affecting your ability to meet size, disadvantage status, ownership, or control requirements and any material changes in the information provided in the submission of the business application for certification.

CERTIFICATE EXPIRES: **April 30, 2013** CERTIFICATE NO. **211049537**

***NOTE: APPLICANTS SEEKING CERTIFICATION RECOGNITION FROM A MEMBER ENTITIY MUST SATISFY ALL OF THAT MEMBER ENTITY'S REQUIREMENTS PURSUANT TO MEMBER ENTITY POLICY.**

Certified in the following work categories:
North American Industry Classification System (NAICS) codes(s):

NAICS-541211: OFFICES OF CERTIFIED PUBLIC ACCOUNTANTS
NAICS-541611: ADMINISTRATIVE MANAGEMENT CONSULTING SERVICES

Blaine R. Mitchell
Executive Director

RFP ATTACHMENT F

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: http://www.sanantonio.gov/purchasing/.

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Soria, Inc. dba Corporate Payroll Administrators

Respondent Entity Name

Signature: _____

Printed Name: Guillermo E. Soria

Title: President

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

_____

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFP ATTACHMENT G

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Pricing Schedule RFP Attachment B	
Discretionary Contracts Disclosure form RFP Attachment C	
Litigation Disclosure RFP Attachment D	
*SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	
*Signature Page RFP Attachment F	
Proposal Checklist RFP Attachment G	
One (1) Original, eight (8) hard copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.