

FINANCE DEPARTMENT

Memo

September 2, 2022

Mr. Robert J. Brule

First Selectman

Town of Waterford

15 Rope Ferry Road Waterford, CT 06385

Re: Bid Waiver – ADP Timekeeping System

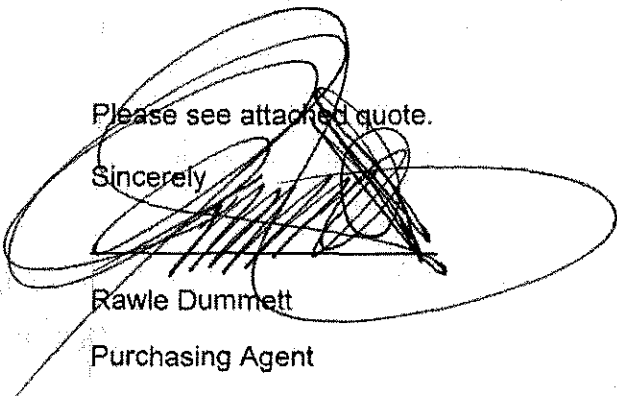
Mr. Brule:

The Purchasing Agent, on behalf of the Finance Department, respectfully seeks a Bid Waiver for the purchase and implementation of the new ADP timekeeping system for \$33,525.80, from ADP Inc. This Request is in accordance with The Purchasing Ordinance Section 3.08.050. This system is solely manufactured by the vendor.

Funds will be available from Line Item 10147- 52043 Service Contracts Information.

Please see attached quote.

Sincerely,



Rawle Dummett

Purchasing Agent

Investment Summary

Quote Number
02-2022-459304 1

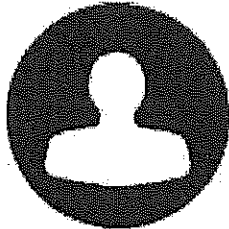


Company Information

Town Of Waterford
15 Rope Ferry Rd
Waterford, CT 06385-2806
United States

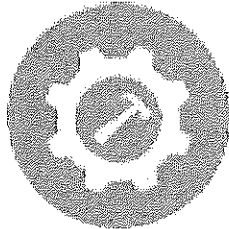
Executive Contact

Kimberly Allen
Director of Finance
kallen@waterfordct.org
(860) 444-5840



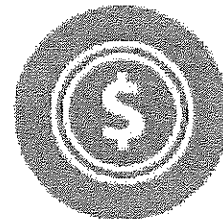
243

Total
Employees



\$8,600.00

Implementation
Costs



\$24,925.80

Total Annual
Investment

Expiration

10/10/2022

ADP Sales Associate

Roger Laroché
WFM DM
roger.laroché@adp.com



Important Project and Billing Information

Billing for Enhanced Time will begin on the date Enhanced Time is available for use by the CLIENT in a production environment. The billing counts is based on all non-terminated employees in the Time Module. This count includes practitioners and supervisors.

The Enhanced Time pricing is based solely on tracking US employees Only. Extra fees will apply for tracking any lives outside the US.

Other

ADP Fees for service frequency and method will follow that of the parent company code.

Expiration Date: 10/10/2022

Summary			
Estimated Annual Net Investment:	\$24,925.80	Total Net Implementation:	\$8,600.00

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, Inc.

Client: Town Of Waterford

Signature: _____

Signature: _____

Name: _____

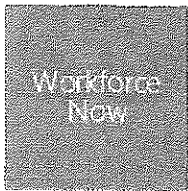
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ADP Workforce Now
Master Services Agreement



ADP, Inc.: (referred to herein as "ADP")

One ADP Boulevard
Roseland, New Jersey 07068
United States

Client: (referred to herein as "Client")

Town Of Waterford
15 Rope Ferry Rd

(Effective Date)

Waterford, CT 06385-2806, United States

Attention
Kimberly Allen

This Amendment modifies, amends, and supplements the terms and conditions of the ADP Workforce Now® Master Services Agreement, Global Master Services Agreement, or such equivalent terms and conditions or agreement between ADP and Client (the "Agreement"). ADP and Client agree that ADP shall provide Client with the following additional services in accordance with the terms set forth herein and in the Agreement. It is understood that to the extent this Amendment modifies an Agreement that does not include any reference to annexes as set forth herein, references to such annexes are for illustration purposes only and do not define, limit, or otherwise affect the meaning of any provisions hereof or as set forth in the Agreement. The terms set forth in each annex listed below and attached hereto is incorporated into the Agreement in full by this reference as if set forth in full therein.

ANNEX C:	TIME AND ATTENDANCE SERVICES
ANNEX CC:	COMPLIANCE ON DEMAND

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT THEY HAVE REVIEWED THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS IN EACH ANNEX CORRESPONDING TO SERVICES PURCHASED PURSUANT TO THE SALES ORDER.

If there is a conflict between this Amendment and the Agreement (or any amendment or addendum to the Agreement) or if the Agreement contained terms for services that were not purchased at the time the Agreement was executed, this Amendment shall govern with respect to the services listed above. The terms set forth herein replace in their entirety any duplicative terms set forth in the Agreement.

ADP, Inc.

CLIENT

(Signature of Authorized Representative)

(Signature of Authorized Representative)

(Name - Please Print)

(Name - Please Print)

(Title)

(Title)

(Date)

(Date)



- 2.5.2.2.1 a retention schedule and guidelines for permanently destroying Biometric Identifiers and Biometric Information;
 - 2.5.2.2.2 a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and any additional requirements as required by applicable law.
 - 2.5.2.3 **Biometric User Notice and Consent.** Client will provide notice and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by applicable law, including:
 - 2.5.2.3.1 notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;
 - 2.5.2.3.2 obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.
 - 2.5.2.4 **Retention and Purging of Biometric Data.** Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.
 - 2.5.2.5 **Storage of Biometric Data in Timeclocks.** Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any paper or electronic biometric data collected in timeclocks. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.
 - 2.5.3 **Third Party Beneficiary.** Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.
 - 2.5.4 **Additional Termination Provisions for Biometric Services.** If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.
- 2.6 **Third Party Software.** Notwithstanding Sections 5 of Annex A, the Client shall be subject to the additional licensing or access terms set forth at (i) www.adp.com/tlterms.aspx if the Client has purchased ADP Workforce Now Enhanced Time or (ii) www.adp.com/wfmlicenseterms if the Client has purchased ADP Workforce Manager Services.