



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute a three (3) years renewal of the non-standard agreement with OneSource Virtual, Inc. to file Federal Payroll Tax Reports by utilizing the bid waiver exception for professional services. Fiscal impact: Estimated \$99,917.00 (Cumulative \$239,217.00)

Presenter(s): Rabia Azhar, Chief Financial Officer

What is the purpose of this contract and why is it needed? Broward College is required to make Federal payroll tax payments and file Federal payroll tax reports. In addition to monthly and annual payroll reports, the College is required to distribute annual W-2 and 1095-C forms. The College would renew the original agreement with OneSource Virtual to file and distribute the 1099 and 1096 forms.

What procurement process or bid waiver was used and why? Bid waiver exception pursuant to FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34 for software/IT, professional services, including, but limited to, artistic services, instructional services, health services, academic program reviews, lectures by individuals, attorneys, legal services, auditors, and management consultants.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes.

What fund, cost center and line item(s) were used? FD100 CC0212 Payroll Department GLC 65000. Professional Fees.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? Yes.

Was that return on investment not met, met, or exceeded and how? Met, the College has been in compliance with Out of state taxation forms and filings.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Yes, staying compliant with state tax regulations.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: \$99,917.00 CC0212, BU204, PG000199, FD100 Tax services at \$33,306 per year

06/25/24 CC0212 · Payroll Department (\$99,917.00)

Tax filing services provider

Rabia Azhar

Rabia Azhar, CFO

5/22/2024

APPROVAL PATH: 12206 OneSourceVirtual FY2024-2027 - Renewal Agreement for Federal Payroll Tax Reports

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Rabia Azhar	CFO Review		 Completed	
2	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
3	Zaida Riollano	Procurement Approval		 Completed	
4	Christine Sims	Budget Departmental Review		 Completed	
5	Rabia Azhar	CFO Review		 Completed	
6	Legal Services Review Group	Review and Approval for Form and		 Completed	
7	Electronic Signature(s)	Signatures obtained via DocuSign b		 Completed	
8	Pending Counter-Signature(s)	Review		 Completed	
9	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
10	Board Clerk	Agenda Preparation		 Completed	
11	District Board of Trustees	Meeting	08/20/24 08:30 AM	 Pending	

OSV SERVICES ORDER FORM SUMMARY

ONESOURCE VIRTUAL

ORDER FORM

OSV SERVICES ORDER FORM SUMMARY

ORDER FORM SUMMARY FOR:

The District Board of Trustees of Broward College, Florida

PREPARED BY: Dami Ayodele

DOCUMENT NAME: Order Form – 2024 Services Renewal

DOCUMENT NUMBER: 00030055.0



OSV SERVICES SUMMARY

	ESTIMATED TOTAL
ESTIMATED ANNUAL FEES	\$22,723.00

OSV SERVICES ORDER FORM SUMMARY

OSV SERVICES							
OPTION NAME	PRODUCT CODE	SERVICES START DATE (MM/DD/YYYY)	SERVICES END DATE (MM/DD/YYYY)	PRICE	BILLING METRIC	QUANTITY	ESTIMATED ANNUAL TOTAL
OSVAtmosphere - Payroll Tax App	OSVA102	7/1/2024	6/30/2027	\$100.00	Per Month	1	\$1,200.00
Transactional Tax Fee	TX210	7/1/2024	6/30/2027	\$0.05	Per US EE / Month	4,164	\$2,498.40
Federal Tax Processing	TX201	7/1/2024	6/30/2027	\$138.00	Per Tax ID / Month	1	\$1,656.00
State Tax Processing	TX202	7/1/2024	6/30/2027	\$34.50	Per Tax ID / Month	5	\$2,070.00
Annual Tax Filing	TX204	7/1/2024	6/30/2027	\$113.40	Per Tax ID / Year	5	\$567.00
TOTAL – TAX FEES						\$7,991.40	
W2 Printing & Distribution	PY103	7/1/2024	6/30/2027	\$2.50	Per W2	3,600	\$9,000.00
OSVAtmosphere - Platform	OSVA101	7/1/2024	6/30/2027	\$0.00	Per Month	1	\$0.00
OSVAtmosphere - Treasury App	OSVA103	7/1/2024	6/30/2027	\$0.00	Per Month	1	\$0.00
Form 1095C Print Service	PY116	7/1/2024	6/30/2027	\$3.20	Per 1095C	1,513	\$4,841.60
TOTAL – PAYROLL FEES						\$13,841.60	
1099 Printing & Distribution	AP210	7/1/2024	6/30/2027	\$2.00	Per 1099	320	\$640.00
1096 Filing	AP220	7/1/2024	6/30/2027	\$250.00	Per 1096	1	\$250.00
TOTAL – FAO SERVICES FEES						\$890.00	

Product	Product Code	Printing Year 1	Printing Year 2	Printing Year 3
W2 Printing & Distribution	PY103	2024	2025	2026
Form 1095C Print Service	PY116	2024	2025	2026
Tax Service	TX100	2024	2025	2026
1099 Printing & Distribution	AP210	2024	2025	2026

OSV MINIMUMS	
W2 Printing	Minimum W2 Printing Fee - \$1,000 per annual process or Price Per Quantity (whichever is greater)
Form 1095c Print Service	Minimum 1095c Print Fee - \$1,000 per annual process or Price Per Quantity (whichever is greater)

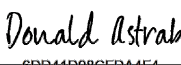
ORDER FORM TERMS	
SERVICES PAYMENT METHOD	Fees (including postage) will be invoiced monthly in arrears and based upon actual Customer usage of Services except for the Services with fixed fees. Such Fees will be automatically debited from Customer's bank account by OSV via ACH transaction after the invoice is issued per payment terms. Customer will be invoiced for all Enablement Fixed Fees upon execution of the Order Form per payment terms.
FUNDING TERMS FOR PAYROLL – TAX - GARNISHMENT (US – CANADA)	US: ACH Should OSV be providing Services that require payment on behalf of the Customer by OSV, then the Customer will fund via ACH and such payments will be debited based on the required completion and settlement of payroll. Settlement, or notification to settle payroll, must be received no later than 2:00 PM Central time zone 3 business days prior to check date. Funding of any direct deposits and paper checks will occur the business day following settlement of payroll and the funding for taxes and garnishments will occur 2 business days after completion of payroll. OSV will not collect funds any sooner than 2 business days prior to check date. Funds must be transmitted in USD and the bank account that OSV debits must be a US bank account.
ANCILLARY ITEMS PRICING LIST	The ancillary items pricing list sets forth the pricing for the ancillary items. The ancillary items pricing list is incorporated into this Order Form by this reference for all purposes and is available in OSVAtmosphere.

OSV SERVICES ORDER FORM SUMMARY

<p>CUSTOMER EMPLOYEE FRAUDULENT CHECK NEGOTIATION</p>	<p>Customer will reimburse OSV for any checks, costs, and expenses resulting from a current or former Customer Employee (collectively a "Customer Employee") receiving payment on the same Customer Employee check issued to the Customer Employee by OSV in regard to a Fraudulent Check Negotiation by the Customer Employee. A "Fraudulent Check Negotiation" occurs when a Customer Employee receives either: (1) a payroll check that the Customer Employee deposits electronically and also negotiates the same payroll check at a third-party check cashing facility, or (2) a replacement payroll check provided by OSV for an original payroll check which the Customer has requested OSV to issue a stop payment order to OSV's financial institution, and the Customer Employee deposits and receives payment on both the original payroll check and the corresponding replacement payroll check.</p>
<p>NACHA COMPLIANCE</p>	<p>If OSV provides certain Services to Customer under the Agreement that require OSV to act as a Third Party Sender under National Automated Clearing House Association ("NACHA") rules, then Customer acknowledges and agrees that OSV must perform a certain level of due diligence on Customer and that part of such diligence requires that Customer make certain representations and warranties in order for OSV to be able to originate ACH transactions on Customer's behalf. Accordingly, Customer: (a) authorizes OSV to originate transactions on Customer's behalf; (b) agrees to be bound by applicable NACHA rules; (c) agrees not to originate transactions that violate U.S. laws; and (d) agrees to provide written notice to OSV if there are any restrictions on the type of transactions that may be originated and, if there are, to describe such restrictions. Customer further acknowledges and agrees that in addition to other termination rights of OSV set forth in the Agreement, that OSV has the right to terminate or suspend the Services if Customer violates any applicable NACHA rules. Customer additionally acknowledges and agrees that OSV and the originating depository financial institution have the right to audit Customer's compliance with the NACHA rules and the terms of this provision with reasonable notice, during normal business hours.</p>
<p>INCLUDED FEATURES</p>	<p>The employee financial wellness features such as Earned Wage Access, Payroll Card, Payroll Bill Pay and Employment Verification are included with the OSV payroll services as outlined in the Administrative Services Guide (Some of the features are not available in all countries).</p>
<p>ANNUAL RATE INCREASE</p>	<p>Upon each anniversary of the Services Start Date, OSV will increase the rates for the Services set forth in this Order Form as follows: the existing rates as of the anniversary date will be increased by five percent (5%).</p>

The Parties have previously entered into a Master Services Agreement ("MSA") and this Order Form shall be incorporated into such MSA. The Parties each represent, covenant, and warrant that the individual executing this Order Form on behalf of such Party has reviewed all the terms and conditions set forth in the Order Form, has agreed to all such terms and conditions, and has the requisite authority and power to agree to, execute and deliver this Order Form to the other Party. This Order Form may be signed in counterparts, including by way of portable document format transmission, or electronic signature (and such signatures shall be as valid as an original signature of such Party), with the same effect as if both Parties had signed the same documents, and each such counterpart shall be considered an original and when taken together shall constitute one document.

AGREE:

THE DISTRICT BOARD OF TRUSTEES OF
 BROWARD COLLEGE
 Signed by:

 Signature: _____
 Donald Astrab
 Printed Name: _____
 Interim President
 Title of Authorized Representative: _____
 7/10/2024
 Date: _____

ONESOURCE VIRTUAL, INC.

 Signature: _____
 Michael Roseman
 Printed Name: _____
 Chief Operating Officer
 Title of Authorized Representative: _____
 Jul 11, 2024
 Date: _____