City of Jacksonville, Florida

Lenny Curry, Mayor

Employee Services Department
City Hall, 117 West Duval St., Suite 150
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

TO: Greg Pease, Chairperson
Professional Services Evaluation Committee

FROM: Mary DiPerna, Division Chief, Compensation and Benefits
Carolina Teran-Oceguera, Manager, Compensation and Benefits

SUBJECT: P04-18 ACA Administrative Services
Amendment #1

DATE: February 1, 2019

This is to recommend that the City approve the first amendment to the contract with Worxtime. The contract shall be for a one-year period effective May 1, 2019 through April 30, 2020; rates will remain the same and the total indebtedness for CY 2019 shall not exceed $80,000; the maximum indebtedness shall not exceed $160,000.

With the exception of data transfer terms and limitation of liability agreed to by the parties all other terms and conditions shall remain the same as proposed. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

Thanks.

Attachment: Letter of Renewal 2019

Worxtime
360 B Quality Circle NW STE 220
Huntsville, AL 35806

Phone: (800) 374-8787 | Fax: (256) 704-2002
Info@worxtime.com

worxtime
An Equifax Company

Ms. Mary Diperna
Manager - Employee
Benefits Human Resources
Division City of Jacksonville
117 West Duval
Street Suite 150
Jacksonville, Florida 32202

January 31, 2019

Re: Renewal of Worxtime, LLC (Equifax) ACA Administrative Services Contract February 28, 2018 through April 30, 2019

Dear Mary,

Worxtime, LLC is pleased to offer for renewal our ACA Administrative Services contract with the City of Jacksonville as proposed through RFP P-04-18.

With the exception of terms and conditions agreed to by the parties and contained in an Amendment, specifically the addition of a Limitation of Liability and data transfer terms, all of the terms and conditions of the contract will remain the same as presented in our initial RFP proposal. The financial arrangements for this year's renewal are as follows:

Per Employee Per Month: $.33 cents
Per 1095C form mailed: $1.50

We are pleased to provide our professional services to the City of Jacksonville and look forward to continuing our relationship.

Sincerely,

John McFarland
Worxtime, LLC

Scanned with CamScanner

10062-01

CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
WORXTIME, LLC
FOR
ACA ADMINISTRATIVE SERVICES

THIS CONTRACT for ACA Administrative Services is made and entered into this 28 **day of** Feb. **, 2018** (the "Effective Date"), **by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (the** "City"), and **WORXTIME, LLC, a foreign limited liability company with its principal office at 360B Quality Circle, Suite 220, Huntsville, Alabama 35806 (the** "Contractor").

WHEREAS, City issued Request for Proposal No. P-04-18 (the "RFP") for certain **professional** services described in the RFP (the "Services"); and

WHEREAS, based on Contractor's response to the RFP, City has negotiated and **awarded this Contract to Contractor; now therefore**

IN CONSIDERATION of the premises and the mutual covenants contained below and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. **Performance of Services. Contractor shall perform the Services as described in and according to (i) the RFP and the Response, each of which is incorporated into and made a part of this Contract, and (ii) the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference.**

2. **Compensation. Contractor shall be paid for the Services the fees detailed in the Contract Fee Summary, attached hereto as Exhibit B and incorporated herein by this reference.**

3. **Maximum Indebtedness. As required by Section 106.431,** *Ordinance Code*, City's maximum indebtedness **for the Services under this Contract for the initial period of service shall be a fixed monetary amount not-to-exceed EIGHTY THOUSAND AND 00/100 DOLLARS ($80,000.00).**

4. **Term. The period of service of this Contract shall commence on the date of its execution and continue through April 30, 2019, with four (4) one-year renewal options.**

5. **Contract Documents.** This Contract consists of the following documents, which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

(i) This document, as modified by any subsequent signed amendments.

(ii) Any amendments to this document.

(iii) Specific information regarding the RFP (Section 1 of the RFP).

(iv) Description of Services and Deliverables (Section 4 of the RFP).

(v) General Instructions to Respondents (Section 2 of the RFP).

(vi) General Contract Conditions (Section 3 of the RFP).

(vii) The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Notice.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to City:

Mary DiPerna
Manager, Compensation and Benefits
City of Jacksonville
117 West Duval Street, Suite 150
Jacksonville, Florida 32202

As to Contractor:

Heather McFarland
Worxtime, LLC
360B Quality Circle, Suite 220
Huntsville, Alabama 35806

7. **Contract Managers.** Each party shall designate a Contract Manager during the Term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to this Contract. As of the Effective Date, City's Contract Manager is Mary DiPerna (Phone: 904.630-1212 x6719; Fax: 904.630.1294; mdiperna@coj.net), and Contractor's Contract Manager is Heather McFarland (Phone: 256.274.4284; Fax: 256.274.2002; heather@worxtimehr.com). Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information;

provided, such changes shall not be deemed Contract amendments and may be provided by email.

8. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. Amendments. All changes to, additions to, modifications of, or amendments to this Contract or any of its terms, provisions, and conditions shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

10. Counterparts. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative **Officer**
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. **2015-05**

WITNESS:

By _____
Signature

Gina Lance
Type/Print Name

Corporate Paralegal
Title

WORXTIME, LLC

By _____
Signature

Heather McFarland
Type/Print Name

VP Operations & Finance
Title

EXHIBIT "A"

Section 4
Description of Services and Deliverables

- Monitors employees hours in real time
- Able to accept bi-weekly hours worked file feeds
- Sends automated alerts to provide status of hours worked
- Projects probability of part-time employees moving to full-time status, based on previous hours
- Reports which employees qualify as full-time for purposes of benefit offerings
- Affordability testing
- Rate of pay safe harbor testing
- Penalty calculator
- Guaranteed compliance with all new mandates as ordered by the ACA
- Compliance with all health coverage mandates
- Provides reports mandated by ACA for end of year reporting to the IRS
- Creates and mails out the 1095c forms to all participants
- Electronically files all year end reports with the IRS
- Provides IRS correction information for review.
- Electronically refiles all IRS corrections
- Provides reports if the City were ever to undergo an IRS audit
- Extensive ad hoc reporting and custom analysis tools to allow the user to create and schedule virtually any report to support budgeting and organizational breakdown in any format as needed with no additional charges for ad hoc reporting.
- Customized Data file mapping
- A Time and Attendance Module with reservations available which can be used for peaks/low seasons
- Customized, automated email alerts which can be sent to any user as requested to notify of various actions within the measurement/admin/stability period to eliminate the need for manual tracking
- Built-in file discrepancy identification and resolution for real-time audit
- IRS forms 6055 and 6056 as standard reports in the reporting section of the product

- All product pricing will be Net of Commissions.

(End of Section 4 - Remainder of page intentionally left blank)

Exhibit 'A'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/21/2018

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 have ADDITIONAL INSURED provisions or 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
*MARSH USA, INC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30326
Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321
002351-EQUFX-GAWU-17-18

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Property Casualty Company Of America	25674
INSURER C : Travelers Indemnity Co Of America	25666
INSURER D : The Travelers Indemnity Company	25658
INSURER E :	
INSURER F :	

INSURED
Equifax Inc. & All Subsidiaries
WorxTime LLC
360B Quality Circle, Ste 220
Huntsville, AL 35806

COVERAGES **CERTIFICATE NUMBER:** ATL-004803355-01 **REVISION NUMBER:** 1

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY			HH-GLSA-8741P758-17	05/01/2017	05/01/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			HN-CAP-162D8633-PHX-17	05/01/2017	05/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			HSMJ-CUP-162D8645-17	05/01/2017	05/01/2018	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TC2HUB9517B727-17 (AOS)	05/01/2017	05/01/2018	X PER STATUTE OTH-ER	
D	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TRJUB395J170A-17 (AZ, MA, WI)	05/01/2017	05/01/2018	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Jacksonville and City's members, officials, officers, employees and agents are included as Additional Insured where required by written contract with respect to General Liability and Auto Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Please see attached Endorsements for Notice of Cancellation provision

CERTIFICATE HOLDER
City of Jacksonville
117 W. Duval Street, Suite 150
Jacksonville, FL 32202

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
of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/21/2018

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 have ADDITIONAL INSURED provisions or 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
MARSH USA, INC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30326

002351-EQUIF-PROF-17-18

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Syndicates 2623/623 at Lloyds	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Equifax Inc. & All Subsidiaries
WorxTime LLC
360B Quality Circle, Ste 220
Huntsville, AL 35806

COVERAGES **CERTIFICATE NUMBER:** ATL-004803367-01 **REVISION NUMBER:** 3

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			W20485170101	09/28/2017	09/28/2018	Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cyber and E&O coverages are included

CERTIFICATE HOLDER

City of Jacksonville
117 W. Duval Street, Suite 150
Jacksonville, FL 32202

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
of Marsh USA Inc.
Manashi Mukherjee

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City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

February 8, 2018

180237

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-04-18 ACA Administrative Services
Employee Services Department

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of concluding fee and contract negotiations with the number one ranked company/firm for the above-captioned project.

The following motion/recommendation was **adopted**:

That the City of Jacksonville enter into a contract with Worxtime HR for the provision of ACA Administrative Services to (i) incorporate the attached Scope of Services identified as Exhibit 'A' which also includes 1095C creation, mailing and the required IRS filing within the first four months following the calendar year; (ii) incorporate the attached Contract Fee Summary identified as Exhibit B; (iii) provide a period of service from date of execution of the contract through April 30, 2019, with four (4) one-year renewal options available; and (iv) provide a not-to-exceed maximum indebtedness of $80,000.00 for the first contract period. All other terms and conditions are per the RFP and the City's standard contract language.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Lenny Curry, Mayor

This 16th day of February 2018

GP: ob

cc: Council Auditor
Jeff Close OGC
Melba Gray, GAD
Subcommittee Members

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05