

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: February 8, 2016

AGENDA ITEM NUMBER: 6

SUBJECT: RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN FORSYTH COUNTY AND MARK III BROKERAGE, INC. FOR COMPREHENSIVE EMPLOYEE BENEFITS CONSULTING SERVICES FOR INSURANCE, FLEXIBLE SPENDING ACCOUNTS, SHORT-TERM DISABILITY, AND WELLNESS INITIATIVES (FINANCE DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

County staff prepared a request for proposals (RFP) and solicited proposals from ten benefit consulting firms interested in providing services to the County. Five firms responded by submitting proposals. The firm with the lowest proposed cost also meeting the specifications of the RFP is Mark III Brokerage, Inc. (Mark III). Mark III is the County's current benefits consultant and their proposal amount is \$65,000, which is the same as their current annual fee and is guaranteed for up to three years (first year plus two optional years). The consultant, Mark III, will deduct from their annual fee, any commissions, fees or other income received by Mark III due to the County's account against the \$65,000, which should result in an estimated actual cost to the County of \$30,000 to \$40,000 per year.

The following firms submitted proposals:

Wells Fargo Insurance Services USA, Inc.	\$ 55,000	Did not meet specifications
Independent Benefit Advisors	\$ 64,800	Did not meet specifications
Mark III, Brokerage, Inc.	\$ 65,000	Met specifications
Hill, Chesson and Woody	\$160,270	Met specifications
BB&T Insurance Services, Inc.	\$300,000	Met specifications

ATTACHMENTS: YES NO

SIGNATURE: *J. Kimberly Crates, Jr.*

COUNTY MANAGER

DATE: February 3, 2016

**RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF A
CONTRACT BETWEEN FORSYTH COUNTY AND MARK III BROKERAGE, INC.
FOR COMPREHENSIVE EMPLOYEE BENEFITS CONSULTING SERVICES FOR
INSURANCE, FLEXIBLE SPENDING ACCOUNTS, SHORT-TERM DISABILITY,
AND WELLNESS INITIATIVES
(FINANCE DEPARTMENT)**

WHEREAS, County staff prepared a request for proposals (RFP) and solicited proposals from ten benefit consulting firms; and

WHEREAS, five firms responded by submitting proposals and the firm with the lowest proposed cost also meeting the requirements of the RFP is Mark III Brokerage, Inc. (Mark III); and

WHEREAS, Mark III is the County's current benefits consultant and their proposal amount is \$65,000, which is the same as their current fee and is guaranteed for up to three years (first year plus two optional years); and

WHEREAS, Mark III, will deduct from their annual fee any commissions, fees or other income received by the Company due to the County's account, which is expected to result in an estimated actual cost to the County of between \$30,000 and \$40,000 per year; and

WHEREAS, it is recommended that a contract for comprehensive employee benefits consulting services be awarded to Mark III Brokerage, Inc. and that all other proposals be rejected;

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners hereby awards a contract to Mark III Brokerage, Inc. for comprehensive employee benefits consulting services for insurance, flexible spending accounts, short-term disability, and wellness initiatives, which extends the service term from January 1, 2016 until December 31, 2016, with an optional two year annual renewal during calendar years 2017 and 2018 with annual compensation up to \$65,000, and rejects all other proposals.

BE IT FURTHER RESOLVED by the Forsyth County Board of Commissioners that the County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, an agreement, optional renewal of agreement, amendments to the agreement and additional agreements with this provider for these services, within budgeted appropriations, in the current and future fiscal years, if these services are deemed necessary, subject to a pre-audit certificate thereon by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this 8th day of February 2016.

NORTH CAROLINA)	
)	
FORSYTH COUNTY)	AGREEMENT

THIS AGREEMENT, made and entered into this the 1st day of March, 2016, by and between Forsyth County, North Carolina (the "County"), and Mark III Brokerage, Inc. (the "Provider").

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement.

I.

The services to be performed by the Provider shall be as follows:

Comprehensive employee benefits consulting services for Forsyth County's group insurance benefits, flexible spending accounts, short-term disability and wellness initiatives and other employee benefits which may be added from time to time.

Services outlined in the Mark III Employee Benefits' Response to "Forsyth County's Request for Proposals" dated January 6, 2016, attached hereto as Exhibit A, and any mutually agreed upon addenda are incorporated herein by reference.

II.

The services of the Provider shall begin on January 1, 2016, and unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until December 31, 2018; provided that either party shall have the right to terminate this Agreement for services upon thirty (30) days notice in writing to the other party. Forsyth County reserves the right, at its sole option, to renew the contract up to a maximum of two (2) additional one-year terms extending through December 31, 2018.

III.

As full compensation for the Provider's services, the County agrees to pay the Provider the sum not to exceed \$ 65,000 per calendar year payable semi-annually. The annual fee of \$65,000 shall be in effect for years one and two optional years of the contract period and shall be inclusive of all expenses and costs, including direct labor, indirect costs and profit. In accordance with its accepted proposal, the Provider agrees to remit to Forsyth County any fees or remuneration received directly or indirectly by the Provider from any source as a result of this contract by check or as a direct reduction of the next semi-annual payment.

The Provider shall bill the County for services rendered as of June 30, 2016 and each six months thereafter during the contract period. The County shall pay all such bills within the following ten (10) days provided all elements of this Agreement are satisfactorily met.

IV.

The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions.

The Provider agrees to hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for negligent or intentional acts or omissions, including willful or criminal conduct, of the Provider, its employees, agents or other representatives.

To the extent allowed by law, the County agrees to hold the Provider harmless from and against any and all claims, expenses (including attorney fees), costs or liability for negligent or intentional acts or omissions, including willful or criminal conduct, of the County, its employees, agents or other, representatives.

The Provider shall not be treated as an employee of the County with respect to the services performed hereunder for federal or state tax, unemployment or worker's compensation purposes. The Provider understands that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider is fully responsible for the payment of any and all taxes arising from the payment of moneys under this Agreement.

The Provider shall not be treated as an employee of the County with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

Any stated late payment interest shall not exceed the North Carolina legal rate and in no event shall be more than eight percent (8%) per annum. No late payment or other amounts designated penalties or charges shall apply to this contract.

No stated laws of a particular state or jurisdiction shall apply to or govern this contract other than the applicable laws of the State of North Carolina; and no forum selection of the place, courts or judicial body of a particular state or jurisdiction shall apply.

It is the expectation of Forsyth County that the Provider will comply, and the Provider agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.

Involuntary or binding mediation, arbitration, negotiation, or other settlement procedure of disputes, if any, shall not apply to this contract.

The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The Provider shall maintain, at its sole expense, such insurance coverage as required by the Forsyth County Risk Manager.

The Provider has no authority to enter into contracts or agreements on behalf of the County.

The Provider declares that it has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Agreement.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY

By: _____

PROVIDER: MARK III BROKERAGE, INC.

By: _____