

MARIN COMMUNITY COLLEGE DISTRICT

**REQUEST FOR PROPOSAL #17-0928**  
**EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING SERVICES**  
**FOR MARIN COMMUNITY COLLEGE DISTRICT**

Closing Time & Date

12:00 P.M. October 26, 2017

Proposal Submittal Location

District Purchasing Department  
Marin Community College District  
1800 Ignacio Road  
Novato, CA 949

Contact

David Erlenheim, Buyer..... (415) 884-3162  
e-mail address: [david.erlenheim@marin.edu](mailto:david.erlenheim@marin.edu)

It is the policy of the Marin Community College District that no person or firm shall be excluded from participation in, denied the benefits of, or otherwise be discriminated against in the award and performance of any District contract on the grounds of ethnic group identification, race, color, language, accent, immigration status, ancestry, national origin, age, sex or gender, gender identity, religion, sexual orientation, marital status, medical condition, veteran status, physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics; and that barriers to effective participation traditionally encountered by minorities and females be minimized.

MARIN COMMUNITY COLLEGE DISTRICT

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**EXHIBITS:**

- Exhibit A - Agreement for Services
- Exhibit B - Full-Time Employee Contribution Rates, Part-Time Faculty Contribution Rates
- Exhibit C - Employee Benefits Webpage, Open Enrollment Webpage

In order to preserve uniformity and to facilitate the award of the bid proposal, no bid proposals will be considered unless made upon forms furnished by the Marin Community College District. Removal of any part may invalidate the bid.

MARIN COMMUNITY COLLEGE DISTRICT

**NOTICE IS HEREBY GIVEN** that the Governing Board of the Marin Community College District, hereinafter referred to as the District, will receive Request for Proposals (RFP) up to but not later than, **Thursday, October 26, 2017 by 12:00 p.m.** for:

**REQUEST FOR PROPOSAL #17-0928**  
**EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING SERVICES FOR**  
**MARIN COMMUNITY COLLEGE DISTRICT**

Each Proposal to be in accordance with the Proposal now on file with the Fiscal Services Office, of Marin Community College District, Administrative Services Building #8, 1800 Ignacio Blvd., Novato, California, Phone 415-884-3162, [derlenheim@marin.edu](mailto:derlenheim@marin.edu) where same may be examined and copies obtained. UPS Does not deliver to this location.

**PROPOSAL FORM** – all proposals must conform and be responsive to the proposal

**QUALIFICATIONS** – may be obtained from the Business Office at the above location or address.

**THE DISTRICT** – reserves the right to reject any or all proposals.

MARIN COMMUNITY COLLEGE DISTRICT

## MARIN COMMUNITY COLLEGE DISTRICT

### **BID CONDITIONS**

**BID MATERIALS AND INFORMATION:** This bid and all subsequent documents may only be obtained from and questions directed to:

District Purchasing Department  
Marin Community College District  
1800 Ignacio Blvd  
Novato, CA 94904  
(415) 884-3162  
(415) 883-3261 – FAX

All questions must be e-mailed to David Erlenheim at [david.erenheim@marin.edu](mailto:david.erenheim@marin.edu) by October 13, 2017, 5:00 pm. Answers will be researched and then e-mailed to all bidders by October 18, 2017.

Marin Community College District is also referred to as MCCD or College of Marin.

**EXAMINATION OF BID DOCUMENTS AND ACTUAL CONDITIONS:** Before submitting a bid, the bidder shall thoroughly familiarize himself/herself with all bid documents referred to in the bid proposal, and any addenda issued before the bid closing. Such addenda shall form part of the bid response. It shall be the bidder's responsibility to ascertain that his bid includes all addenda issued prior to the bid closing.

The bidder must satisfy himself/herself by personal examination and by such other means as the bidder may prefer as to the actual conditions and requirements under which the bid shall be made. Such examination must be upon the notification and approval of the District Purchasing Department.

If, after inspection and examination by the bidder, there are any existing conditions or requirements of the bid which are not completely understood by the bidder, he/she shall contact the District Purchasing Department for further information as may be available.

**BID FORM:** In order to preserve uniformity and to facilitate the award of Contract/Agreement for Service, no bids will be considered unless made upon forms furnished by the MCCD. No electronic, telegraphic, or telephonic proposal or modifications will be considered. Bid Proposal must include this Bid packet filled out in its entirety, with any addendums attached to the front of this Bid Proposal and any additional documents attached to the back of this Bid Proposal.

All items on the form should be filled out. Numbers should be stated in figures and signatures of all individuals must be in long hand.

The bidder must bid separately on each item listed, unless otherwise requested herein.

All prices and notations must be typed or written in ink. Bids must not be written in pencil. Mistakes may be crossed out and correction inserted in adjacent, but the correction must be initialed in ink by the person signing the proposal. No corrections can be made after the time of the bid closing.

Whenever the amount resulting from the multiplication of the unit price bid by the bidder on any item by the total number of units called for in the item does not equal the total price bid, then the unit price shall govern for all purposes.

Statements or communications which serve to qualify the bid may void such bid as to the items qualified. Each major item that is listed may be shown with attachments and accessories as required. The bid figure for that item as specified should be a total figure including all those attachments or accessories that are shown in the specification. If there are individual costs for attachments or accessories, all costs must be identified in the figures quoted.

**ADDENDUMS:** Any addendums issued during the time of bidding shall form a part of the bid document issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

**BID SUBMISSION:** Whether bids are sent by mail or delivered in person, the bidder shall be responsible for the delivery of the bid to the District Purchasing Department, Marin Community College District, 1800 Ignacio Blvd, Novato, CA 94949 on or before the advertised date and hour for the closing of the bid. If the mail or personal delivery is delayed beyond the date and hour set for the bid closing, such delayed bids shall not be considered and shall be returned unopened. **UPS DOES NOT DELIVER TO NOVATO ADDRESS.**

Outside of Bid must include name of Vendor and Bid Name and Number.

Bidders must submit one (1) original (unbound), eight (8) copies (bound) and one (1) electronic copy of their respective response to this RFP.

All Bid Proposal requests sent by e-mail must have the e-mail attached to the front of the Bid Proposal.

All Addendums must be attached to the front of the Bid Proposal.

This Final Bid Request with the latest addendums must be included with no changes made to it, after the e-mail.

Any exceptions to the Final Bid Request must be referenced in a separate section of your proposal.

**TAXES:** In completing the bid form the bid total must exclude tax.

**DISCOUNTS:** Where additional discounts apply against bid figures, identify exact figures and/or percentage (%) of discount.

Cash discounts for payment of invoices must allow no less than ten (10) days for payment after receipt and acceptance of materials, after compliance by the Contractor with all of the terms of the contract/order and a correct invoice, whichever is later.

**ACCEPTANCE, CHANGES, REJECTION OR WITHDRAWAL OF BIDS:** The Bid Proposal submitted by the Bidder shall remain open and valid and shall be subject to acceptance by MCCD for ninety (90) days after the bid closing date.

Changes to a bid shall ***not*** be allowed after bid closing!

The Marin Community College District reserves the right to reject any and all bids, to waive any informality and/or irregularity in any bid received, and to be the sole judge of the acceptability of a quoted product.

The bidder may withdraw its bid at any time before the bid closing. In no case may a bid be withdrawn ***after*** the bid closing date without express approval from the Governing Board of the Marin Community College District. Request for withdrawal of a bid must be submitted in writing by the bidder to MCCD.

**BASIS OF AWARD:** This bid will be awarded in the best interest of the District (**See Bid Specifications**).

**EVIDENCE OF RESPONSIBILITY:** Upon the request of MCCD, a bidder shall submit to MCCD within five (5) days after request satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the District, the bidder's organization available for the performance of the contract and any other required evidence of the bidder's qualification to perform the proposed contract. The District may consider such evidence before making its decision awarding the bid. Failure to submit evidence of a bidder's responsibility to perform may result in rejection of the bid.

**DELIVERY:** Delivery of articles bid must be completed on or before the delivery date/time specified by the bidder. Since time is of the essence and since any order placed was with reliance upon the bidder's delivery promise, such delivery must be completed as specified in the bid.

Failure of the bidder to deliver as specified in the bid, for any other reasons than those listed above, shall result in (at the option of the Marin Community College District):

1. The rescinding of the Contract/Agreement for Service, or
2. The deduction from the purchase price of 1 % per week (7 calendar days) per unit not delivered on the date specified. Said deduction to be stipulated by and between the parties as liquidated damages and not as penalty for the failure to deliver. This deduction to be made from the invoice at the time of payment.

**FORCE MAJEURE CLAUSE:** The Contractor and MCCD shall be excused from performance hereunder during the time and to the extent that they are prevented from performance by acts of God, acts of Government, labor disturbances, fire, lack or shortage of transportation facilities by the Government or other causes which are beyond the control of and not due to the fault or neglect of the Contractor or MCCD; or when MCCD is prevented from performing by operation of law or a court order.

In these instances, the Contractor shall within five (5) days of such occurrence submit written evidence for the cause of the delay including a request for an extension of time equal to the delay. If the District finds that a cause for delay does exist, it may at its' option grant an extension of time equal to the delay.

**PAYMENT:** One hundred percent (100%) payment will be processed through MCCD's normal accounts payment process after receipt and acceptance of the materials/services and after compliance by the Contractor with all of the terms of the contract/order.

**COMPATIBILITY/INTERFACE:** When reference has been made that equipment requested must be compatible and/or interface with existing MCCD owned equipment, bidder is to advise if additional items, other than specified, will be needed to meet this requirement and shall list in the bid proposal items along with costs including labor charges to install interface materials.

**FEDERAL AND/OR STATE SAFETY REGULATIONS:** The articles covered by this bid and any purchase order for furnishing any articles listed in the bid proposal must conform with the safety orders of the State of California, Division of Industrial Safety or the regulations of the Federal Occupational Safety and Health Administration as set forth in the Federal Register, whichever is the more restrictive.

**CONTRACTOR'S RESPONSIBILITIES:** In the performance of any operations hereunder, contractor shall furnish at its own expense and cost any and all necessary labor bonds, permits, materials, supplies, machinery, equipment, tools, transportation and anything else necessary to perform and complete the work covered by this Agreement, other than items which MCCD specifically agrees in writing to furnish. Contractor and any of its' subcontractors shall assume all risks for any damage to or destruction of contractor's tools, machinery, equipment or materials of any kind or character resulting from any cause unless otherwise specified. All materials shall be new and of a grade and quality adequate for the required use and Contractor warrants that the quality of the work done and materials used will be to the highest standard now prevailing in the industry for work of such nature in every respect.

**PIGGYBACK CLAUSE:** Other county offices of education and school districts within California may desire to award a contract in response to this Bid Proposal. If authorized by the bidder herein, the bidder shall provide materials to these other county offices of education and school districts at the same prices and upon the same terms and conditions pursuant to Section 20652 of the California Public Contract Code and Section 39642 of the California Education Code (applies to newly manufactured equipment only). For the purposes of this clause, MCCD requests that the quoted prices be held valid for ninety (90) days after the opening of the bid. MCCD waives the right to require other county offices of education and school districts to draw their warrants in favor of MCCD as provided in said code sections.



## **MARIN COMMUNITY COLLEGE DISTRICT**

### **BID SPECIFICATIONS**

#### **1. DISTRICT BACKGROUND**

Located in Marin County the Marin Community College District encompasses more than 410 square acres, including Campuses at Kentfield, CA and Novato, CA. locations. The District includes the areas served by Marin County Office of Education. The District is classified as a governmental instrumentality under Internal Revenue Code Section 115 and as a charitable organization under Internal Revenue Code Section 501(c) (3), and is, therefore, exempt from Federal taxes. The District is fiscally independent, with a General Fund operating budget for FY 2017-2018 of approximately \$59.7 million.

Marin Community College District is a multi-campus district with approximately 5,570 Credit Students, 1,210 Noncredit Students and 1,500 Community Ed Students. It is comprised of two campuses, College of Marin in Kentfield, CA and Indian Valley Campus in Novato, CA.

There are approximately 425 benefitted employees including 68 part-time faculty employees, and approximately 36 retirees participating in the District's retiree groups for a combined total of approximately 528 total employees and retirees. Eligibility for benefits is determined by Collective Bargaining Agreements with the representative employee bargaining units. There are three bargaining units representing the majority of employee classifications within the District: United Professors of Marin (UPM), California School Employees Association (CSEA) and Service Employees International Union (SEIU). Managers, Supervisors and Confidential employees (MSC) are a Meet & Confer group.

College of Marin  
835 College Avenue  
Kentfield, CA 94904

Indian Valley Campus  
1800 Ignacio Blvd  
Novato, CA 94949

Benefitted Employee Groups  
Full-Time Faculty = 126  
Part-Time Faculty = 196 (68 enrolled in medical plan)  
Administrators = 34  
Classified Staff = 198

The District currently uses Banner/Ellucian as our administrative payroll system. We do not currently have a benefits administration system.

#### **2. INFORMATION AND GENERAL CONDITIONS**

##### **A. Definitions**

The term District as used in these terms shall be construed to include the Marin Community College District (MCCD) and all employees, officers, and agents of the Marin Community College District. The District is also referred to as College of Marin.

The term firm as used in these clauses shall be construed to include the professional services firm that will broker the District's medical, dental, vision, flexible spending accounts, life insurance, AD&D, short and long term disability programs and all employees, officers, and agents of said professional services firm.

**B. Signature**

The proposal must be signed in the name of the firm and must bear the signature of the person authorized to sign proposals on behalf of the firm.

**C. Award of Contract**

If the contract is awarded, it will be to the responsible firm whose proposal is deemed by the District to be the best proposal and whose proposal best meets the needs of the District. Written notification will be made to unsuccessful firms.

Following the selection of the apparent successful firm, the District will enter into negotiations regarding provisions of the Agreement. If a satisfactory contract cannot be negotiated, the District may, in its sole discretion, begin contract negotiations with another firm and terminate negotiations with the originally selected firm.

**D. Compensation and Additional Services**

If additional services are required and authorized by the Vice President of Finance and College Operations, other than those included in the original Agreement, the Agreement will be amended to reflect the additional services, including any additional agreed-upon compensation for such services.

**E. Assignment of Contract**

Any disputes shall be resolved through binding arbitration pursuant to California Code of Civil Procedure section 1280 et seq., with non-prevailing party to pay the arbitrator's fees, but with each side otherwise to bear its own costs and fees.

3. **PROJECT OVERVIEW**

The District's Fiscal Services Department strives to provide an employee benefit program that best meets the needs of employees, retirees, their dependents and the District, and to assist participants in utilizing their plans effectively.

The District requests proposals from qualified licensed brokers to provide consulting and insurance brokerage services for the District's current and future employees and retired employee benefits, including group medical (includes prescription coverage), dental, vision, life, accidental death and dismemberment, short-term disability, long-term disability, flexible spending account and Benefit Administration System. The District seeks a consultant and broker that is well versed in the benefits market, experienced in advising comparable public agencies and works well with various levels of staff and management. Submitted proposals must meet all requirements set forth in this Request for Proposal (RFP).

As of 7/1/2014, the District has been contracted with Self-Insured Schools of California (SISC) as its benefits administrator for medical, dental and vision.

The District provides a medical premium contribution of up to \$1,784.79/month for permanent employees and up to \$1,544.00 for eligible part-time faculty employees. The District also provides permanent employees with dental, vision and life insurance.

Benefitted employees and qualified dependents are eligible to receive some level of each of the aforementioned benefits. Most plans have an annual renewal date of October 1st. Most plan documents may be found on the MCCD website at <http://fiscal.marin.edu/benefits>.

Eligible retirees and qualified dependents are able to participate in the District's Retirees Plans, which provides medical and includes prescriptions and dental. Eligibility for each plan is based on date of hire and age upon retirement.

#### A. **Active Employees**

1. Medical Insurance - Eligible benefitted employees may select from one of the following plans: Kaiser Traditional (HMO), Kaiser Deductible (HMO), Blue Shield 100% or Blue Shield 80% plans. Some employees have been grandfathered by SISC to opt out of their medical coverage. For UPM who waive their medical coverage, they receive up to \$1,500/year. For CSEA, SEIU and MSC who waive their medical coverage, they receive up to \$1,200/year. Currently there are 17 employees who waive medical benefits and receive an annual stipend.
2. Dental Insurance - The District provides self-funded dental insurance administered through Delta Dental. UPM and SEIU have the core plan and CSEA and MSC have an enhanced plan.
3. Vision Insurance - The District provides self-funded vision insurance administered through VSP (Vision Service Plan)
4. Life Insurance - A Life Insurance plan is provided through The Hartford for \$50,000 of basic life insurance and \$50,000 for accidental death and dismemberment to all permanent employees. The President receives \$250,000 of basic life and \$250,000 for accidental death and dismemberment. Voluntary Life and AD&D coverage are available to permanent employees.
5. Disability Insurance - The District contracts with The Hartford to provide short-term (voluntary) and long-term disability insurance to UPM and MSC. The District provides short-term insurance to CSEA (employer paid) and SEIU (employee paid) and long-term disability insurance to CSEA and SEIU (employee paid).
6. Travel and AD&D - The District provides travel and accidental death and dismemberment insurance through The Hartford to UPM and MSC. CSEA can voluntarily pay premium, if elected. Hartford pays up to \$250,000 of the final benefit amount.
7. Flexible Spending Account – The District contracts with Tax Deferred Solutions (TDS) to administer the unreimbursed medical and dependent care flexible spending accounts. Additionally, TDS provides voluntary coverages (Short-Term Disability, Long-Term Disability, Term Life Insurance, Group Cancer Insurance, Group Critical Illness and Group Accident Insurance) through the Guardian.
8. Voluntary Benefits – Employees are allowed to participate in Deferred 403 (b) and 457(b) Compensation Plans. The District is registered on the 403(b) Compare website, <http://www.403bcompare.com>. Our third party administrator is Tax Deferred Solutions (TDS)
9. Pet Insurance – Offered through Nationwide.

#### B. **Eligible Retirees**

1. Medical and Dental Insurance – Medical insurance for retiree plan is provided to the retiree if their date of hire was earlier than; 07/01/1988 for UPM, 03/1/1987 for CSEA, 02/01/1987 for SEIU and 10/14/1986 for MSC. The District will pay the medical premium for the retiree and spouse except for SEIU which only has single party coverage. Upon age 65, the District will pay the premium for the plan that supplements Medicare. Coverage is until the age of 70, at which time coverage is terminated and COBRA offered.

#### 4. **SCOPE OF SERVICES**

The District is seeking to name a Broker of Record for the District's employee insurance benefits and is looking for continuity of services in the rapidly changing area of employee benefits. The District is particularly interested in a broker who can offer creative and innovative approaches, with a proven track

record, that allows the District to maintain quality programs and contain or reduce costs within a collective bargaining environment.

The selected broker will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication and improvement of the District's employee insurance benefits. The selected broker shall provide services and systems support including, but not limited to, the following:

**A. Analysis and Reporting**

1. Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans.
2. Assist in the development of long-range goals and strategies, including making projections of cost escalators and of potential savings.
3. Provide analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
4. Assist the District in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
5. Provide, maintain and update comparison reports of other public, in particular California Community Colleges, and private companies' benefit plan offerings and costs to determine competitiveness with the District's programs.
6. Provide financial and/or performance reviews of self-funded and fully insured plans and programs.
7. Be available to provide various types of reports as needed, such as cost analysis for benefit changes, and other statistical, financial, forecasting, trend, labor negotiations or experience reports.
8. Prepare and present reports on trends, new products and audits, as requested.
9. Regularly monitor and evaluate performance measures and guarantees for providers.
10. Maintain full and accurate records with respect to all matters and services provided on behalf of the District's benefit plans and programs. Provide District staff or officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of the District's benefit plans and programs.

**B. Liaison and Problem Intervention**

1. Act as liaison between the District, SISC and insurance providers.
2. Provide day-to-day consultation on plan interpretation and problem resolution, including, but not limited to, explanation of plans, assisting employees/retirees with selecting plans that meet their needs and geographic location, transitioning retirees from early retiree plans to Medicare-coordinated plans and provide support, advice and options for retirees who do not have District provided retiree benefits.
3. Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.

4. Attendance as needed at meetings with District staff, employees and/or retirees to facilitate and assist in the management of the District's employee benefit plans.
5. Act as an advocate or ombudsman in appeal, arbitration or court process between the District and the providers on unresolved issues if needed; provide legal interpretation and advice when needed to enforce District, employee, retiree or their dependents' rights.
6. Assist the District in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.

**C. Compliance**

1. Assist with ongoing plan administration and ensure that programs are in compliance with State and Federal legislation.
2. Provide assistance, training and guidance related to HIPAA (Health Insurance Portability and Accountability Act) of regulations.
3. Provide assistance, training and guidance related to the Affordable Care Act regulations and reporting requirements.
4. Provide on-site training to District staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of benefits plan.
5. Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefits programs.
6. Assist District staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
7. Develop and/or assist in developing communication materials and tools for conducting dependent verification audits, retiree audits and surveys.
8. Act as a subject-matter-expert with regard to COBRA administration.

**D. Annual Renewal Process and Evaluation**

1. Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, union negotiations, prospective legislations, new delivery systems and geographic health-care practices to make long-term projections.
2. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans including but not limited to the viability of alternatives such as HSAs, HRAs etc.
3. Recommend appropriate premium rates and reserves to maintain the viability of the plans to ensure that quality and cost-effective benefits are provided by the plans.
4. Annual estimates of renewal rates and cost trends and assist District staff in preparation of budget figures.
5. Conduct thorough and applicable market research in preparation for contract renewals.
6. Representation in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards.

7. Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.
8. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.
9. Review rate proposals to ensure underlying assumptions are appropriate and accurate to the District.
10. Provide communication development and support for the annual open enrollment period, new benefit offerings and/or changes to the existing benefits offerings, open enrollment and new hire benefits guides.
11. Attendance at, and assistance with, coordination of the annual Benefits Fair and Open Enrollment meetings. Attendance at the Benefits Advisory Committee meetings.

**E. Other Service Requirements**

1. Assist in the development and implementation of an employee wellness program to improve employee health and reduce employee and retiree health-care costs, both in the short-term and in the long-term. Assist with a monthly wellness/health newsletter and other employee communication.
2. Assist in the development and/or purchasing of web based technologies that can integrate with the District's HRIS system (Banner/Ellucian) and the carriers, integration with SISC, as well as support on-line enrollments, changes and employee education to assist employees/retirees in self-management of benefits and to reduce the related administrative demands on District staff.
3. Recommend and help develop enhancements and improvements for communications specific to the needs of the District's employees and retirees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, new hire materials, employee handbooks and employee orientation.
4. Provide timely research and responses to technical questions posed by District staff.
5. Provide regular and timely communications needed for the effective administration of benefit plans. Develop benefits communications specific to the needs of the District's employees and retirees.
6. Provide guidance and recommendations on items such as, but not limited to, trends in benefits plans, methods for improving cost containment, financial arrangements and administration.
7. Assist with the presentation content, attendance at, and assistance with labor and management benefits meetings and/or District Board of Trustees meetings.
8. Provide access to published benefit-related survey information.
9. Recommend that District staff attend particular broker-sponsored seminars, benefit events, educational forums or other benefit training that would be beneficial to the District, including flex week training.

10. Develop and/or assist in developing and evaluating employee/retiree needs and satisfaction surveys. Assist with the development of a retiree webpage for employees planning their retirement
11. Work collaboratively with other consultants and District staff.
12. Manage plan transitions as necessary.
13. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.
14. Assist the District in reviewing the Cafeteria 125 plan, program and vendor and make appropriate recommendations.

5. **INSTRUCTIONS TO PROPOSERS**

A. **Submission of Proposals**

Insurance brokers licensed in the State of California are invited to submit proposals outlining their qualifications, competence and capability to provide access to group health insurance products and related services for the District. The purpose of this process is to choose a Broker of Record to represent the District in matters concerning medical (including prescription coverage), medical, life, accidental death and dismemberment, supplemental life, flexible spending accounts, and short and long-term disability, subject to the subsequent mutual agreement to the District and the selected consultant.

The Request for Proposal is not an authorization to approach the insurance marketplace on the District's behalf. The District specifically requests that no contract, survey or solicitation of insurance markets be made on behalf of the District and that no insurance market reservation be made by or for any proposer with respect to insurance or related services to be provided by the District. Failure to comply with this request will be grounds for disqualification.

B. **Contract Type**

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a firm, fixed contract for a period of three (3) years, subject to satisfactory performance, commencing January 1, 2018. The Agreement may renew itself automatically for one (1) consecutive year without formal amendment of Agreement on January 1, 2021 and again on January 1, 2022 for a total contract term not to exceed five (5) years.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance and Indemnification language (See Exhibit A: Agreement for Services). If a proposer desires to take exception to the Agreement, proposer shall provide the following information as a section of the proposal identified as Exceptions to the Agreement:

1. Proposer shall clearly identify each proposed change to the Agreement, including all relevant attachments.
2. Proposer shall furnish the reasons for exception, as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the Agreement or proposed compensation terms may be determined by the District, at its sole discretion, to be unacceptable and no longer considered for award.

### C. Collusion

By submitting a proposal, each proposer represents and warrants that its proposal is genuine and not a sham or collusive, or made in the interest of, or on behalf of, any person not named therein; that the proposer has not directly or indirectly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal. (See attached Statement of Non-Collusion Form)

## 6. PROPOSER'S MINIMUM QUALIFICATIONS

### A. Qualifications of the Firm

1. The proposer shall have at least ten (10) consecutive years of experience in California providing brokerage and benefits consulting services to community college districts, universities and/or K-12 school districts or other public entities. The firm shall have provided such services to jurisdictions whose service populations are similar in size and complexity to the District's.
2. The proposer must be legally authorized to do business in the State of California and shall meet all licensing and other requirements imposed by State and Federal laws and regulations.
3. The proposer shall have experienced management staff, possessing comprehensive knowledge of benefit administration pertaining to public employers.
4. The proposer shall have experience working with labor unions and advisory committees.
5. The proposer shall possess knowledge of applicable laws, regulations and codes and shall be familiar with local conditions and trends relating to group insurance in California.
6. The proposer's office must be located in the Bay Area and provide assurance of reasonable staffing continuity over the contract period.

### B. Qualifications of the Staff

1. The staff member assigned to the District's account shall have:
  - a. Ten (10) years of benefit administration and client management experience with California Community College Districts, any California K12 District, any California College, or any California Public Institution, and provide credentials documenting professional experience, employment history and education.
  - b. Experience in maintaining a high level of quality communication with clients, client employees/retirees and vendors.

## 7. PROPOSAL FORMAT AND CONTENT

### A. Format

Proposals shall be made in the official name of the firm or individual under which the vendor's business is conducted (including the official business address). Proposals shall be prepared simply and economically, providing a straightforward, concise description of proposers' ability and expertise as an employee benefits insurance broker and consultant. Proposals shall be typed and be as brief as possible and not include any unnecessary promotional materials. Bidders must submit one (1) original (unbound), eight (8) copies (bound) and one (1) electronic copy of their respective response to this RFP.



**B. Content**

1. General Information: Complete the attached Consultant Questionnaire and include with proposal submission.
2. Profile of Firm: This section shall include the firm name, date established and the address of the office that would be assigned the District's account. Include a brief description of the firm's history, size, growth, philosophy and culture, number of employees and number of years in business under the same name, including specific experience with the public sector. Include a discussion on the firm's financial stability, capacity and resources. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from: (a) any project undertaken by the proposer or by its subcontractors or affiliates where litigation is still pending or has occurred within the last ten (10) years; or (b) any type of project where claims or settlements were paid by the proposer or its insurers within the last ten (10) years.
3. Qualifications of the Firm: This section shall include a brief description of the proposer's and any subcontractor's qualifications and summary of previous experience on similar or related projects. Provide a firm and an account team client list from the past five (5) years, including any and all public entity client accounts, and a description of pertinent insurance programs negotiated for those entities; the number of covered employees/retirees for each client; the time period services have been provided to each account; the total project cost; and a brief statement of the firm's adherence to the schedule and budget for each project. Include as account contacts individuals who may be contacted by the District for references (See Bidder's References Form). Be sure to list contact name, organization, title, e-mail address, and telephone number for each account.
4. Project Staffing: The proposer is required to list the key individuals who will be assigned to the account, their qualifications and disciplines, including their resumes' in the proposal. The proposer's staff member who will be handling the District's account will be an important factor considered by the Review Board. This section shall discuss how the proposer would propose to staff this project. The proposer shall include the following:
  - a. Identify the names and office locations of the Account Manager and key personnel who will be assigned to the District's account. Describe their areas of responsibility and their education, experience and professional qualifications in those areas (use Attachment B format) with emphasis on public sector organizations and unionized work forces with an employee headcount exceeding 500.
  - b. List the experience and education requirements and standards for Account Manager.
  - c. Provide a complete description of the organizational structure of the company and the method by which work is accomplished. Include an organizational work flow chart with description of duties of the proposed account team members, as well as the size or total number of accounts or clients each individual handles.
  - d. Describe the staff retention program to assure continuity of service to the District.
5. Services: Describe the following:
  - a. A complete description of services to be provided. Include both services outlined in this written request, as well as additional recommended services, including a description of any and all unique brokerage or consulting services the firm will offer the District. Please specify if these services are to be provided by the firm's staff or through an affiliate of the firm.

- b. A description of the group medical, life, accidental death and dismemberment, supplemental life, flexible spending accounts, and long-term disability premium volume handled by the firm and by the specific office to which the District's account would be assigned.
  - c. A list of the principal insurance markets utilized by the firm in the order of premium volume placed with each market. This listing should be categorized by line of coverage: medical, life, accidental death and dismemberment, supplemental life, flexible spending accounts, and long-term disability.
  - d. A description of technical or professional support available at no extra cost through the firm, such as legal counsel, communications, technology support or other types.
  - e. A sample work plan for insurance renewal and negotiations.
  - f. A sample wellness program the firm has implemented and supported.
  - g. A sample online benefit administration system the firm has implemented and supported
6. Client Communication: Describe the following:
- a. Proposal to maintain open and prompt communication with employees, retirees and District staff seeking assistance from the selected broker.
  - b. Proposal to maintain open and prompt communication with all District staff involved in benefit issues.
7. File Retention: Provide:
- a. A recommendation for the administration of records related to services to be provided.
  - b. A cost estimate for the storage of said records and the recommendation for a record retention schedule.
8. Cost/Pricing Information:

This section shall include the proposer's price for performing the services discussed in the scope of work.

Include a comprehensive specific description indicating how the firm would price the District's account and the estimated annual cost of the services. Indicate whether pricing is based on an annual fee, fee for service, commission or a combination of two or more. Include any and all commissions and fees that the firm would expect to receive from the existing programs for services requested herein, as well as additional services that are being recommended. Identify any split commission or joint marketing arrangements with other agents, brokers, firms or associations. With this description, please include an explanation as to how the firm would provide the District with the best price at the time of negotiations.

The District reserves the right to review and/or audit any records of the selected broker related to commissions, fees, etc. related to the District's account.

Proposals in which the costs do not reflect a reasonable relationship to the work to be conducted may be viewed as failing to comprehend the requirements of the scope of work and, therefore, cause the proposal to be rejected as being nonresponsive.

9. Other: Proposals shall also include:
  - a. Descriptions of any affiliations or business relationships with any employee, officer, contractor or official of the District.
  - b. The selected broker's office hours (all locations) and availability of all staff members assigned to the District's account, including a list of dates the office is closed and/or staff is unavailable due to holidays, vacations and other reasons.
  - c. Details of any changes in ownership that have occurred in the last three (3) years. Details of any anticipated mergers, transfers of organization or ownership, management or departure of key staff members within the next twelve (12) months.
  - d. Identify and describe any parent or affiliated companies and/or joint ventures. Please discuss any potential conflict of interest with consulting/management that may occur as a result of your firm's relationship with such affiliates and/or joint ventures.
  - e. Proposals shall include two (2) years of the firm's most recently completed financial statements, including footnotes and auditor's opinion, or other financial instrument that would establish the firm's ability to complete the obligations of the contract resulting from this solicitation.

8. **SCHEDULE**

The following table outlines the planned schedule of major activities related to the RFP distribution, response submission, evaluation and selection processes. All times referenced are in Pacific Standard Time. Marin Community College District (MCCD) reserves the right to amend the schedule as necessary.

RFP Issued, Advertise	Wednesday, October 4, 2017
2 <sup>nd</sup> Advertisement	Wednesday, October 11, 2017
Requests for Information/Written Questions	Friday, October 13, 2017, 5:00 p.m.
Response to Questions Issued	Wednesday, October 18, 2017
Proposals Due	Thursday, October 26, 2017, 12:00 noon.
Proposal Evaluation Completed	Friday, November 3, 2017
Vendor Presentations	Week of November 13, 2017
Final Selection	Friday, November 17, 2017
Board Approval	Tuesday, December 5, 2017
Broker of Record Inception Date	Monday, January 1, 2018

9. **EVALUATION AND SELECTION**

A. **Evaluation Criteria:** In addition to the degree to which the proposer responds to the specifications of this Request for Proposal, the following criteria will be used to, but may not be limited to, evaluate proposals:

1. Capacity to Perform (Bid Sections 7.B.1, 2, 4, 5, 6, 7 and 7.B.9.a-e) - 35 points
2. Pricing (Bid Sections 7.B.8) - 35 points): Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of individual task budgets; and basis on which prices are quoted.
3. References (Bid Section 7.B.3) - 30 Points: - See Attached Bidder's References Form

**B. Evaluation Procedure**

An Evaluation Committee made up of District staff, will review the proposals submitted and establish a list of finalists based on the evaluation criteria referenced above. The names of the Evaluation Committee will not be revealed prior to the bid closing. The individual or composite rating and evaluation forms prepared by the Evaluation Committee will not be revealed.

The Evaluation Committee will request proposers to make an oral presentation. The presentation shall serve to confirm proposal representations, provide supplemental information and provide the District the opportunity to meet and assess the proposed account team members. Presentations will be scheduled for the week of November 13, 2017. Selected proposers will be given one week notice and must be available during this time.

Additionally, the Evaluation Committee may visit the firm's office to meet with key proposed staff members and tour the facility.

The District reserves the right to select the firm which, in the District's opinion, will provide the most responsive and responsible services. The District is not bound to award the contract based solely on the lowest bid submitted.

It is anticipated evaluations and proposals will be completed and the successful firm recommended to the District Board of Trustees by December 5, 2017.

**C. Award**

When the Evaluation Committee has completed its work, negotiations may be conducted for the extent of services to be rendered and for the method of compensation. Because the District may award without conducting negotiations, the proposal submitted shall contain the proposer's most favorable terms and conditions.

Award will be contingent upon completion of a satisfactory contractual arrangement between the selected firm and the District. If satisfactory contract terms cannot be agreed upon, another firm will be contacted. Unsuccessful candidates will be notified following successful completion of contract negotiations and approval of contract by the District Board of Trustees.

In the performance of the terms of any agreement resulting from this proposal, contractor or vendor agrees that he/she will not engage in, nor permit, such subcontractors, where applicable, as he/she may employ, from engaging in discrimination in employment or persons because of race, color, religion, national origin or ancestry, age, sex, familial status, sexual orientation or disability of such persons. (See attached Certificate of Non-Discrimination Form)

No assignment by a selected broker of a resultant agreement, or any part thereof, or of funds to be received there from, will be recognized by the District unless such assignment has had prior written approval and consent of the District. The District will specifically be contracting for the services of the individuals in the firm making the proposal and the qualifications of those individuals will be a material inducement for the award of contract.

MARIN COMMUNITY COLLEGE DISTRICT

**BID FORM**

**Pricing as outlined in section 7B.8:**

**I/We agree to furnish the services for the prices listed in this Bid Proposal, and if we are the successful firm, will hold these prices firm through delivery.**

**Bid submitted by:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Website Address

\_\_\_\_\_  
Telephone Number FAX Number

MARIN COMMUNITY COLLEGE DISTRICT

**BIDDER'S REFERENCES**

Provide a list of three California Community College Districts, any California K12 District, any California College, or any California Public Institution for whom the firm has provided medical, life, LTD, and Flexible Spending plan administrative services in California in the past 3 years. Do not give us any references from a firm that you do not provide Medical administrative services for or is not in California (except for as outlined below for your client with the largest number of covered employees).

Each bidder must provide the following information for at least three (3) customers for whom the firm has provided medical, life, LTD, and Flexible Spending plan administrative services in California in the past 3 years. Indicate the scope of the work performed for each of the referenced clients as well as the period of time for which it was performed.

You must include as a reference your client with the largest number of covered employees. If they are not from California you must also reference your client with the largest number of covered employees from California as well as two other references from California.

Preference will be given to references in the following order; California Community College Districts, any California K12 District, any California College, or any California Public Institution. (Responses to reference checks will be considered in the award of the bid proposal.)

1. Customer name, address, telephone number, and fax number.
2. Customer contact person name, title, telephone number, and e-mail address.

MARIN COMMUNITY COLLEGE DISTRICT

**CERTIFICATE OF NONDISCRIMINATION BY CONTRACTORS**

As suppliers of goods or services to the Marin Community College District, the firm listed below certifies that it does not discriminate in its employment on the basis of legally protected categories which include ethnic group identification, race, color, language, accent, immigration status, ancestry, national origin, age, sex or gender, gender identity, religion, sexual orientation, marital status, medical condition, veteran status, physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for disadvantaged persons at all job levels.
2. To communicate this policy to all persons concerned, including company employees, outside recruiting services, especially those serving disadvantaged communities and to the disadvantage communities at large.
3. To take affirmative steps to hire minority employees within the company.

Signature & Date \_\_\_\_\_

Print Name & Title \_\_\_\_\_

MARIN COMMUNITY COLLEGE DISTRICT

**BIDDER BUSINESS STRUCTURE**

Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature.

1. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters.
2. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the President, Secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by MCCD, satisfactory evidence of the authority of the Officer signing on behalf of the corporation shall be furnished.
3. No bid is valid unless signed by the person authorized to execute bids on behalf of the firm.

A bidder's failure to properly sign required forms may result in rejection of the bid.

Please print or type the following information:

- A. Nature of firm (sole proprietorship, partnership, corporation.):
- B. Corporation organized under the laws of the State of:
- C. Names and titles of individual members of the sole proprietorship, partnership, corporation:

Signature & Date \_\_\_\_\_

Print Name & Title \_\_\_\_\_



MARIN COMMUNITY COLLEGE DISTRICT

**BUSINESS ENTERPRISE CERTIFICATION**

Marin Community College District, in compliance with California Code of Regulations Section 59500 et.seq, requests your response to the following questionnaire. Using the following criteria, please determine the classification under which your business qualifies and indicate if your business obtains at least 50% of its materials or services from suppliers or subcontractors meeting those definitions.

**SBE - SMALL BUSINESS ENTERPRISE** Generally, unless your firm is in an industry with a special size standard, it is considered a small business enterprise if it has (a) fewer than 500 employees and (b) for general construction and services industries, average annual receipts for three preceding fiscal years less than \$2 million.

**MBE - MINORITY BUSINESS ENTERPRISE** A minority business enterprise is a business concern which is at least 51 % owned by one or more minorities (Native American, African American, Asian/Pacific American or Hispanic American). A publicly owned corporation qualified if at 51 % of the stock is owned by one or more minorities. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.

**WBE - WOMEN OWNED BUSINESS ENTERPRISE** A women owned business enterprise is a business concern which is at least 51 % owned by women. A publicly owned corporation qualified if at least 51 % of the stock is owned by women. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.

**DVBE - DISABLED VETERANS BUSINESS ENTERPRISE** A Disabled veterans business enterprise is a business concern which is at least 51 % owned by disabled veterans. A publicly owned corporation qualified if at least 51 % of the stock is owned by disabled veterans. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business. The office of Small and Minority Business defines "disabled veteran" as a veteran of the military, naval or air service or the United States with a service-connected disability who is a resident of the State of California. To qualify as a veteran with a "service-connected disability", the person must be currently declared by the United States Department of Veteran Affairs to be 10% or more disabled as a result of service in the armed forces.

PLEASE CHECK ONE IN EACH LISTING AS FOLLOWS

**BUSINESS STRUCTURE**

- Sole Proprietorship
- Partnership
- Corporation

**BUSINESS CATEGORY**

- SBE - Small Business Enterprise
- MBE - Minority Business Enterprise
- WBE - Women Owned Business Enterprise
- DVBE - Disabled Veterans Business Enterprise

**OWNED AND MANAGED BY**

- % Caucasian/White American
- % African American
- % Hispanic American
- % Asian/Pacific American
- % Native American (Native Americans include: American Indians, Eskimos, Aleuts and Native (Hawaiians))

**SUPPLIERS/SUBCONTRACTORS THAT PROVIDE AT LEAST 50% OF LABOR/MATERIALS ARE**

- SBE - Small Business Enterprise
- MBE - Minority Business Enterprise
- WBE - Women Owned Business Enterprise
- DVBE - Disabled Veterans Business Enterprise

I am authorized to execute this certification on behalf of this business enterprise:

Signature & Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

MARIN COMMUNITY COLLEGE DISTRICT

**STATEMENT OF NON-COLLUSION**

I, \_\_\_\_\_, \_\_\_\_\_  
(name) (title)

of \_\_\_\_\_ hereby certify:

That all statements of fact in this proposal are true.

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly, by agreement, communication, or conference with any, attempted to induce action prejudicial to the interest of the Marin Community College District, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said bidder:

- A. Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- B. Did not directly or indirectly, collude, conspire, connive, or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;
- C. Did not, in any manner, directly or indirectly, seek by agreement, communication, or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or raise or fix any overhead, profit, or cost element of his proposal price, or of that of anyone else;
- D. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the Marin Community College District, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

I certify (declare) under penalty of perjury that the foregoing is true and correct.

Signature & Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

MARIN COMMUNITY COLLEGE DISTRICT

**CONSULTANT QUESTIONNAIRE**

Please submit answers to ALL questions. Use additional sheets if necessary

Question	Response
1. Briefly describe your organization, including a list of recent clients in our market sector.	
2. Identify the team of individuals who would comprise our service team. Please describe their individual roles in managing our account and provide team bios.	
3. As a part of normal brokerage/consulting service, we would expect on-going, proactive, and creative consulting services. Please describe your firm's approach to providing such services.	
4. The College of Marin is interested in working with a vendor who has experience in, and knowledge of higher education. Please describe your firm's capabilities in this area and include details on any special programs that you may have put together and any relationships that you may have in place that would be beneficial to our institution.	
5. Describe how you would build an understanding of our compensation/benefit program direction and goals and how you would use this information to anticipate our needs in relation to benefits strategy.	

Question	Response
<p>6. The College of Marin is looking to reduce our health and welfare benefits costs. Please comment on your experience in this area and provide details on your proposed approach for the College of Marin.</p>	
<p>7. Managing reporting requirements for regulatory compliance as well as management decision -making is a challenge. Please comment on how your firm would partner with our staff to ensure that this is done effectively and efficiently.</p>	
<p>8. The College of Marin wants to develop a relationship with a vendor who will continually inform us of where we are in terms of the comparable market space and best practices. Please comment on your approach to benchmarking and best practices.</p>	
<p>9. How do you keep clients informed of regulatory and legislative changes that affect employee benefit plans? Please describe your research capabilities and provide examples from recent client mailings.</p>	
<p>10. Please provide details on how your firm would help us manage the leave absence process.</p>	
<p>11. Please comment on your firm's approach to performing benefits/total rewards surveys. If there are ancillary costs involved please outline what those would be.</p>	

Question	Response
<p>12. Describe your firm’s capabilities in regards to ongoing employee benefit communication and open enrollment communication. If there are ancillary costs involved please outline what those would be. Please also provide samples of each.</p>	
<p>13. Please describe your firm’s abilities for on line enrollment and benefits administration.</p>	
<p>14. Please explain the timing and nature of formal scheduled meetings that would occur throughout the plan year.</p>	
<p>15. In the event that you are chosen as the College of Marin’s vendor, please describe the process your firm uses for carrier renewals and negotiations; and how you plan to handle the transition given May open enrollment and October renewals.</p>	
<p>16. Please outline your ability and resources (e.g. actuaries, economic forecasting) available to establish trends and recommendations in plan design.</p>	
<p>17. The College of Marin is seeking a creative and knowledgeable partner. Please provide an example of any “out of the box” solutions that you have provided to clients recently.</p>	
<p>18. The College of Marin has two campuses. Please describe your capacity to service multiple locations.</p>	

Question	Response
<p>19. The health care landscape is in a state of flux and Health Care Reform is looming. Please comment on your firm's capabilities to act as a trusted advisor on these issues and provide details on how you currently partner with clients to make sure they are prepared. Specifically describe what services you offer in performing the Compliance Analysis dictated by ACA.</p>	
<p>20. Please outline your complete scope of services that would be included as part of your standard compensation structure. Please comment on any services provided that would have supplemental costs, such as on-line enrollment and employee communications materials.</p>	
<p>21. If your firm was selected as the vendor of record, please describe the process and general timeline to transition the account.</p>	
<p>22. Please provide three references in higher education for private institutions.</p>	

## Exhibit A: Sample Agreement for Services

### INSTRUCTIONS FOR USE

Our form **Agreement for Services** is designed to be broadly adaptable to a wide variety of service contracts. These instructions are intended to assist in completing the form and preparing the required attachments. The Agreement for Services is not intended for use for specialty services such as architectural, engineering, and inspection services.

#### 1. FILLING IN THE BLANKS

- **Preamble:** The initial paragraph should be completed with the date of execution of the agreement and the full names of the parties, including a one or two-word description of the type of services provided by the consultant.
- **Section 4, Term of Agreement:** Fill in the starting and ending dates for the period during which the services are to be provided.
- **Signature Block:** Print the name and title of the individuals who are to sign the agreement.
- **Section 9, Insurance:** Check the appropriate blank in subsections (a), (b), (c), and (e) to indicate which types of insurance listed are required for the particular contract.

**Note:** We are frequently asked whether the insurance limits included in our form agreements are required by law. With the exception of Workers' Compensation Insurance, they are not; they are simply recommended amounts of coverage. The amount of coverage required should generally correlate to the degree and nature of any risk involved with the contract. The degree of risk is often entirely unrelated to the dollar value of the contract, i.e., a low dollar value contract could involve a high risk activity (e.g., hazmat assessment) and a high dollar value contract could involve low risk (e.g., curriculum services). We suggest that clients using our agreement should consult their risk manager and/or insurer with questions about the type and scope of coverage appropriate for the circumstances of a particular contract.

- **Section 10, Notice:** The bracketed place holders should be replaced with the indicated information for each party, as indicated.

#### 2. ATTACHMENTS A AND B.

- **Attachment A, Scope of Services:** Attachment A should contain the basic deal points. It should state, in plain English, what services the consultant is to provide, when and where those services are to be provided, and other relevant information such as what work product will be required of the consultant, and by when. The form agreement is largely generic, adaptable to various contracts, so Attachment A should set forth everything that is important to a district for a particular contract. The nature of the information included in Attachment A will necessarily vary depending on the nature of the contract itself, but can often be approached by starting with the five W's: who, what, where, when, and why and/or how.
- **Attachment B, Compensation:** Attachment B should likewise set forth in plain English how the consultant is to be compensated, including the basis for compensation, which could be hourly, in which case we recommend including a not to exceed amount, or it could be a lump sum agreement. If the consultant is to be reimbursed for any expenses, e.g., travel or materials, that should be stated explicitly, including what expenses will be reimbursable, the rate for reimbursement, and we also recommend including a not to exceed amount for reimbursable expenses. In most cases, when a not to exceed amount is included in a contract, it is advisable to build in some flexibility by adding language such as "...not to exceed a total of \$ [amount] without prior written authorization from the District."



**AGREEMENT FOR SERVICES**

This Agreement ("Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Marin Community College District, a political subdivision of the State of California ("District") and \_\_\_\_\_, a duly qualified consultant in the area(s) of \_\_\_\_\_ ("Consultant").

District and Consultant hereby agree as follows:

1. **Scope of Services:**

Consultant agrees to provide services to District as set forth in Attachment A.

2. **Contract Documents:**

The contract documents consist of the Agreement for Services, the following General Provisions, any attachments, and completed insurance forms.

3. **Compensation:**

As full compensation for all services contemplated by this Agreement, Consultant shall be compensated as set forth in Attachment B.

4. **Term of Agreement:**

The term of this Contract shall be from \_\_\_\_\_ to \_\_\_\_\_ inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

CONSULTANT SIGNATURE

DATE

\_\_\_\_\_

BUDGET MANAGER SIGNATURE

DATE

\_\_\_\_\_

VICE PRESIDENT OF FINANCE AND COLLEGE OPERATIONS SIGNATURE

DATE

\_\_\_\_\_

**This agreement is not valid until fully executed by the Vice President of Finance and College Operations or designee.**

**Note:** Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services.

## GENERAL PROVISIONS

- 1. Consultant's Warranty:** District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release.
- 2. Status of Consultant:** The parties intend that Consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees.
- 3. Conflict of Interest:** Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Consultant further represents that in the performance of this Agreement, no person having such interest will be employed. If Consultant participates in the planning, development, or negotiation of a contract for the District, Consultant may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Consultant assisted the District in preparing the plans and specifications for that project.
- 4. Extra (Changed) Work:** Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.
- 5. Nondiscrimination:** Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
- 6. Transfer of Rights:** Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Consultant in connection with the project, if any. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Consultant may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District.
- 7. Ownership of Work Product:** District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.

## 8. Indemnification:

- (a) Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (b) Consultant shall be liable to District for any loss or damage to District property arising from or in connection with Consultant's performance hereunder.

## 9. **Insurance:** With respect to the performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

- (a)  Required/  Not Required: Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District."
- (b)  Required/  Not Required: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent consultant's liability, and personal injury liability.
- (c)  Required/  Not Required: Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and nonowned vehicles.
- (d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:
- (1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
  - (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
  - (3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.
  - (4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.

(e)  Required/  Not Required: Professional Liability (Errors and Omissions) Insurance for all activities of the Consultant arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District."

(f) **Documentation:** The following documentation shall be submitted to the District:

- (1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.
- (2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- (3) Upon District's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District's request.

(g) **Policy Obligations:** Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) **Material Breach:** If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. **Method and Place of Giving Notice, Submitting Bills and Making Payments:** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

**District:**

Marin Community College District  
835 College Avenue  
Kentfield, CA 94904  
Attention: Vice President of Operations

**Consultant:**

Consultant Name \_\_\_\_\_  
Address \_\_\_\_\_  
Title \_\_\_\_\_

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

11. **Termination:**

- (a) District may terminate this Agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for services rendered to such date.
- (b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Consultant.
12. **Due Performance:** Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.
13. **Due Performance:** Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.
14. **Taxes:** Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.
15. **Dispute Resolution:** The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.
16. **Choice of Law and Venue:** This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of Marin, California, and no other place.
17. **Merger:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
18. **Assignment/Delegation:** Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
19. **No Third-Party Beneficiaries:** There are no intended third-party beneficiaries to this Agreement.

20. **No Waiver of Breach:** The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
21. **Force Majeure:** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability (“Force Majeure Event”), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.
22. **Severability:** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.
23. **Headings:** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.
24. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
25. **Authorization:** Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.
26. **Attachments:** The following Attachments, attached hereto, are incorporated herein by reference:

**Attachment A – Scope of Services**

**Attachment B – Compensation**

## ATTACHMENT A: SCOPE OF SERVICES

Consultant shall provide services to the District as follows:

### A. Analysis and Reporting

1. Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans.
2. Assist in the development of long-range goals and strategies, including making projections of cost escalators and of potential savings.
3. Provide analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
4. Assist the District in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
5. Provide, maintain and update comparison reports of other public, in particular California Community Colleges, and private companies' benefit plan offerings and costs to determine competitiveness with the District's programs.
6. Provide financial and/or performance reviews of self-funded and fully insured plans and programs.
7. Be available to provide various types of reports as needed, such as cost analysis for benefit changes, and other statistical, financial, forecasting, trend, labor negotiations or experience reports.
8. Prepare and present reports on trends, new products and audits, as requested.
9. Regularly monitor and evaluate performance measures and guarantees for providers.
10. Maintain full and accurate records with respect to all matters and services provided on behalf of the District's benefit plans and programs. Provide District staff or officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of the District's benefit plans and programs.

### B. Liaison and Problem Intervention

1. Act as liaison between the District, SISC and insurance providers.
2. Provide day-to-day consultation on plan interpretation and problem resolution, including, but not limited to, explanation of plans, assisting employees/retirees with selecting plans that meet their needs and geographic location, transitioning retirees from early retiree plans to Medicare-coordinated plans and provide support, advice and options for retirees who do not have District provided retiree benefits.
3. Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
4. Attendance as needed at meetings with District staff, employees and/or retirees to facilitate and assist in the management of the District's employee benefit plans.

5. Act as an advocate or ombudsman in appeal, arbitration or court process between the District and the providers on unresolved issues if needed; provide legal interpretation and advice when needed to enforce District, employee, retiree or their dependents' rights.
6. Assist the District in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.

**C. Compliance**

1. Assist with ongoing plan administration and ensure that programs are in compliance with State and Federal legislation.
2. Provide assistance, training and guidance related to HIPAA (Health Insurance Portability and Accountability Act) of regulations.
3. Provide assistance, training and guidance related to the Affordable Care Act regulations and reporting requirements.
4. Provide on-site training to District staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of benefits plan.
5. Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefits programs.
6. Assist District staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
7. Develop and/or assist in developing communication materials and tools for conducting dependent verification audits, retiree audits and surveys.
8. Act as a subject-matter-expert with regard to COBRA administration.

**D. Annual Renewal Process and Evaluation**

1. Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, union negotiations, prospective legislations, new delivery systems and geographic health-care practices to make long-term projections.
2. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans including but not limited to the viability of alternatives such as HSAs, HRAs etc.
3. Recommend appropriate premium rates and reserves to maintain the viability of the plans to ensure that quality and cost-effective benefits are provided by the plans.
4. Annual estimates of renewal rates and cost trends and assist District staff in preparation of budget figures.
5. Conduct thorough and applicable market research in preparation for contract renewals.
6. Representation in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards.
7. Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.



8. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.
9. Review rate proposals to ensure underlying assumptions are appropriate and accurate to the District.
10. Provide communication development and support for the annual open enrollment period, new benefit offerings and/or changes to the existing benefits offerings, open enrollment and new hire benefits guides.
11. Attendance at, and assistance with, coordination of the annual Benefits Fair and Open Enrollment meetings. Attendance at the Benefits Advisory Committee meetings.

**E. Other Service Requirements**

1. Assist in the development and implementation of an employee wellness program to improve employee health and reduce employee and retiree health-care costs, both in the short-term and in the long-term. Assist with a monthly wellness/health newsletter and other employee communication.
2. Assist in the development and/or purchasing of web based technologies that can integrate with the District's HRIS system (Banner/Ellucian) and the carriers, integration with SISC, as well as support on-line enrollments, changes and employee education to assist employees/retirees in self-management of benefits and to reduce the related administrative demands on District staff.
3. Recommend and help develop enhancements and improvements for communications specific to the needs of the District's employees and retirees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, new hire materials, employee handbooks and employee orientation.
4. Provide timely research and responses to technical questions posed by District staff.
5. Provide regular and timely communications needed for the effective administration of benefit plans. Develop benefits communications specific to the needs of the District's employees and retirees.
6. Provide guidance and recommendations on items such as, but not limited to, trends in benefits plans, methods for improving cost containment, financial arrangements and administration.
7. Assist with the presentation content, attendance at, and assistance with labor and management benefits meetings and/or District Board of Trustees meetings.
8. Provide access to published benefit-related survey information.
9. Recommend that District staff attend particular broker-sponsored seminars, benefit events, educational forums or other benefit training that would be beneficial to the District, including flex week training.
10. Develop and/or assist in developing and evaluating employee/retiree needs and satisfaction surveys. Assist with the development of a retiree webpage for employees planning their retirement
11. Work collaboratively with other consultants and District staff.
12. Manage plan transitions as necessary.

13. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.
14. Assist the District in reviewing the Cafeteria 125 plan, program and vendor and make appropriate recommendations.

**ATTACHMENT B: COMPENSATION**

District shall compensate Consultant for the services provided pursuant to this Agreement as follows:

**Exhibit B**

**Full-Time Contribution Rates**

	<b>Renewal Effective 10/1/2017 (monthly)</b>		
	<b>Total Premium</b>	<b>District Contribution</b>	<b>Employee Contribution</b>
<b>Kaiser Traditional Plan</b>			
Employee Only	\$824.00	\$824.00	\$0.00
Employee + 1	\$1,610.00	\$1,610.00	\$0.00
Family	\$2,266.00	\$1,784.79	\$481.21
<b>Kaiser Deductible HMO Plan</b>			
Employee Only	\$735.00	\$735.00	\$0.00
Employee + 1	\$1,436.00	\$1,436.00	\$0.00
Family	\$2,020.00	\$1,784.79	\$235.21
<b>Blue Shield - 100% Plan A</b>			
Employee Only	\$1,093.00	\$1,093.00	\$0.00
Employee + 1	\$2,144.00	\$1,784.79	\$359.21
Family	\$3,018.00	\$1,784.79	\$1,233.21
<b>Blue Shield - 80% Plan K</b>			
Employee Only	\$818.00	\$818.00	\$0.00
Employee + 1	\$1,603.00	\$1,603.00	\$0.00
Family	\$2,254.00	\$1,784.79	\$469.21
<b>Delta Dental</b>			
Composite Rate - UPM & SEIU	\$129.63	\$129.63	\$0.00
Composite Rate - CSEA and Unrep.	\$158.15	\$158.15	\$0.00
<b>VSP</b>			
Composite Rate	\$15.50	\$15.50	\$0.00
<b>Full-Time District Contribution</b>	<b>\$ 1,784.79</b>		

**Part-Time Faculty Contribution Rates**

	<b>Renewal Rates Effective 10/1/2017</b>		
	<b>Monthly Premium</b>	<b>District Contribution</b>	<b>Employee Contribution</b>
<b>Kaiser Permanente Traditional Plan</b>			
Member only	\$ 824.00	\$ 824.00	\$ -
Member plus one	\$ 1,610.00	\$ 1,544.00	\$ 66.00
Family	\$ 2,266.00	\$ 1,544.00	\$ 722.00
<b>Kaiser Permanente Deductible HMO Plan</b>			
Member only	\$ 735.00	\$ 735.00	\$ -
Member plus one	\$ 1,436.00	\$ 1,436.00	\$ -
Family	\$ 2,020.00	\$ 1,544.00	\$ 476.00
<b>District Monthly Contribution Max</b>	<b>\$ 1,544.00</b>		
<i>(per UPM Contract ratification 9/15/15)</i>			

**Exhibit C**

Employee Benefits Webpage

<http://fiscal.marin.edu/benefits>

Open Enrollment Webpage

<http://fiscal.marin.edu/benefits/open-enrollment>