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.
This bid proposal packet includes the following documents:

- Cover
- Index
- Notice to Bidders
- Bid Conditions
- Bid Specifications
  - District Background
  - Information and General Conditions
  - Project Overview
  - Scope of Services
  - Instructions to Proposers
  - Proposers Minimum Qualifications
  - Proposal Format and Content
  - Schedule
  - Evaluation and Selection
- Bid Form
- References
- Certificate of Non-Discrimination Form
- Bidder Business Structure Form
- Business Enterprise Certification Form
- Statement of Non-Collusion Form
- W9 Form
- MCCD Sample Contract
- Consultant Questionnaire
EXHIBITS:

- Exhibit A - Benefits Rate Summary (Health Plan Contribution Rates, Updated 02/01/2013)
- Exhibit B - Kaiser Permanente Summary of Employee Benefits
- Exhibit C – Health Net HMO (Active Full Time), Health Net Select (Active Full Time), Health Net Flexnet (Active Full Time)
- Exhibit D – Delta Dental Plan District Reimbursement for Dental Costs – Part Time Faculty Members Only
- Exhibit E – SunLife Life Insurance Program Sheet (UPM and Unrepresented Groups)
- Exhibit F – Gerber Accidental Death & Dismemberment & Business Travel Insurance
- Exhibit G – UNUM Long Term Disability Plan Summary Sheet (UPM and Unrepresented Groups)
- Exhibit H – UNUM Short and Long Term Disability (CSEA and SEIU)

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.
NOTICE TO BIDDERS

The Marin Community College District, 1800 Ignacio Blvd, Novato, California 94949 hereby invites sealed proposals for the following:

REQUEST FOR PROPOSAL #13-0916
EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING SERVICES FOR MCCD

Bids shall be made on forms and be in accordance with bid conditions and specifications prepared by the District. This bid package may only be received through District Purchasing to be valid. The District will receive sealed proposals at the District Purchasing Office, 1800 Ignacio Blvd, Novato, CA 94904, before:

5:00 p.m. October 15, 2013 Bid Proposal #13-0916 Employee Benefits Insurance Broker and Consulting Services for Marin Community College District

Advertise: September 17, 2013
September 23, 2013

Board of Trustees
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.erlenheim@marin.edu by September 27, 2013. Answers will be researched and then e-mailed to all bidders by October 4, 2013.

Marin Community College District also referred to as MCCD

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.

Bid Conditions
Page 1 of 4
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 and thirteen (13) copies 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.
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 2012-2013 of approximately $56 million.

Marin Community College District is a multi-campus district with approximately 4,850 Full Time Equivalent Students. It is comprised of two campuses, College of Marin in Kentfield, Ca and Indian Valley Campus in Novato, Ca.

There are approximately 432 benefitted employees including 85 part-time faculty employees enrolled in a special Kaiser Plan, and approximately 80 retirees participating in the District's retiree groups for a combined total of approximately 512 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), and 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

Total Employee Groups  
Full-Time Faculty = 135  
Part-Time Faculty = 273 (85 enrolled in medical plan)  
Administrators = 25  
Classified Staff = 194

The District currently uses Banner/Ellucian as our administrative payroll system and Benefit Bridge (through Keenan and Associates, as our benefit 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 term firm as used in these clauses shall be construed to include the professional services firm that will broker the District’s medical, flexible spending accounts, life 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 Chancellor of Administrative Services, 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 Human Resources Department strives to provide an employee benefit program that best meet 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 retired, current and future employee benefits, including group medical (includes prescription coverage), life, accidental death and dismemberment, 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).
Benefitted employees and qualified dependents are eligible to receive some level of each of the aforementioned benefits. Eligible retirees and qualified dependents are able to participate in the District's Retirees Plans, which provides dental and medical which includes prescriptions. The District also has retirees’ benefits. Eligibility for each plan is based on date of hire and age upon retirement. Most plans have an annual renewal date of February 1 with the exception of the District’s Life, and LTD which have a renewal date in September. Most plans can be found on the MCCD website at http://www.marin.edu/HR/benefits.html.

A. **Active Employees**

1. **Medical Insurance** - Eligible benefitted employees may select from one of the following plans: Kaiser Permanente (HMO) or Health Net (HMO), Health Net Select and Health Net Flexnet out of service area. There is also a Health Waiver Plan that allows the employee to opt out of their medical coverage for faculty who waive their medical coverage will receive up to $1,500 per year and CSEA and MSC employees will receive $1,200 per year.

2. **Dental Insurance** - The District provides self-funded dental insurance administered through Delta Dental.

3. **Vision Insurance** - The District provides self-funded vision insurance administered through VSP (Vision Service Plan)

4. **Life Insurance** - The District provides travel and accidental death and dismemberment insurance through Gerber to faculty and MSC. CSEA can voluntarily pay premium, if elected. Gerber pays up to $250,000 of the final benefit amount. A Life Insurance plan is through the SunLife Life for $50,000 to all permanent employees.

5. **Disability Insurance** - The District contracts with The UNUM to provide long-term disability insurance to FA and MSC. Short /Long term disability insurance benefits are employee paid for CSEA and SEIU.

6. **Flexible Spending Account** – The District contracts with Aflac® Insurance to administer the unreimbursed medical ($2,500) and dependent care accounts (max $5,000).

7. **Voluntary Benefits** – Employees are allowed to participate in a Deferred 403 (b) Compensation Plan. District is registered at the 403(b) Compare website, [http://www.403bcompare.com](http://www.403bcompare.com).

B. **Eligible Retirees**

1. **Medical and Dental Insurance** – Medical insurance for retiree plan is provided to the retiree if their date of hire was for FA, 07/01/1988, for CSEA, 03/1/1987 for MSC 10/14/1986 and for SEIU is 02/01/1987. 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.
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 their competitiveness with the District's programs.
   6. Provide a cost benefit analysis to the District for outsourcing COBRA administration.
   7. Provide financial and/or performance reviews of self-funded and fully insured plans and programs.
   8. 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.
   9. Prepare and present reports on trends, new products and audits, as requested.
   10. Regularly monitor and evaluate performance measures and guarantees for providers.
   11. 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 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, and transitioning retirees from early retiree plans to Medicare-coordinated plans.

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 on-site training to District staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of benefits plan.

3. Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefits programs.

4. Assist District staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.

5. Develop and/or assist in developing communication materials and tools for conducting dependent verification audits, retiree audits and surveys.

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.

11. Attendance at, and assistance with, coordination of the annual Benefits Fair and Open Enrollment 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.

2. Assist in the development and/or purchasing of web based technologies that can integrate with the District’s HRIS system (Banner/Evisions) and the carriers 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, 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.

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 for labor and management benefits meetings and/or District Board of Trustees meetings.

8. Provide access to published benefit-related survey information.

9. Develop additional benefits communications specific to the needs of the District's employees and retirees.

10. Attendance at, and assistance with, meetings with the District Board of Trustees, District staff and labor groups.

11. Recommend that District staff attend particular broker-sponsored seminars, benefit events and educational forums that would be beneficial to the District.
12. Develop and/or assist in developing and evaluating employee/retiree needs and satisfaction surveys.

13. Work collaboratively with other consultants and District staff.

14. Manage plan transitions as necessary.

15. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.

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 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 December 2, 2013. The Agreement may renew itself automatically for one (1) consecutive year without formal amendment of Agreement on December 2, 2016 and again on December 2, 2017 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 MCCD Sample Contract Attachment). 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. One (1) original and Thirteen (13) copies of the proposal are required.
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 References Attachment). 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 above schedule as necessary.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>September 16, 2013</td>
</tr>
<tr>
<td>Requests for Information/Written Questions</td>
<td>September 27, 2013, 5:00 p.m.</td>
</tr>
<tr>
<td>Response to Questions Issued</td>
<td>October 4, 2013</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>October 15, 2013, 3:00 p.m.</td>
</tr>
<tr>
<td>Proposal Evaluation Completed</td>
<td>Mid October, 2013</td>
</tr>
<tr>
<td>Vendor Presentations</td>
<td>Late October, 2013</td>
</tr>
<tr>
<td>Final Selection</td>
<td>First Week of November, 2013</td>
</tr>
<tr>
<td>Board Approval</td>
<td>November 19, 2013</td>
</tr>
<tr>
<td>Broker of Record Inception Date</td>
<td>December 1, 2013</td>
</tr>
</tbody>
</table>

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.1-7 and 7.B.9.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 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. Proposals will be scheduled for the late of October, 2013. 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 November 19, 2013.

### 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.
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
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 ethic 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_________________________________________________________________
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 BUSINESS CATEGORY
___ Sole Proprietorship ___ SBE - Small Business Enterprise
___ Partnership ___ MBE - Minority Business Enterprise
___ Corporation ___ 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: ____________________________________________________________

Business Enterprise
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: _______________________________________________________________
Form W-9

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box:  □ Individual/ Sole proprietor  □ Corporation  □ Partnership  □ Other  □ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

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.

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 check Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, Item 3 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 301.7701-8(a) and 7701-8(b) 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

AGREEMENT WITH AN INDEPENDENT CONTRACTOR

Agreement is entered into this _____ day of _____ 20   by and between MARIN COMMUNITY COLLEGE DISTRICT (referred to as District) and _____ (referred to as Contractor).

Contract documents under this agreement consist of this four-page description of conditions and the nature of services to be provided, accompanied by authorized signatures of the parties and any other attached specifications, drawings, specific or general conditions, or attachments intended to be included in the Agreement.

1. General Conditions

   a) Relationship of the Parties:

      It is understood that this is an agreement by and between Contractor and District and is not intended to, and shall not be construed to, create the relationship of agent, employee, partnership, joint venture or association, or any other relationship whatsoever.

   b) Indemnification:

      Contractor shall indemnify, defend and hold the District, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney’s fees and costs, incurred in connection with or in any manner arising out of Contractor’s performance of the work contemplated by this Agreement.

   c) Insurance

      Acceptance of this agreement constitutes that Contractor is not covered under District’s general liability insurance and that Contractor agrees, during the term of this Agreement, to maintain, at the Contractor’s sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker’s compensation, liability, disability, and unemployment insurance. Certificates of insurance shall be provided to District on request, naming District as additional insured.

   d) Non-Assignability:

      Contractor shall not assign performance under this Agreement or any portion thereof to a third party without the prior written consent of District. Any attempted assignment without such prior written consent in violation of this section shall automatically terminate this Agreement.

   e) Copyright

      Contractor hereby acknowledges that any work product belongs to District and that any intellectual property, copyright, patent, trademark, or service mark created, developed, or produced pursuant to this agreement shall be work for hire and all rights, title, and interest in it shall belong to District unless otherwise agreed to by District in writing. Consultant shall refrain from disclosing any versions of the work product, plans, and specifications to any third party without first obtaining written permission of District. Contractor performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works.
2. **Equipment and Facilities**

Contractor will provide all necessary equipment and facilities to render Contractor services pursuant to this Agreement unless the parties to this Agreement specifically agree in writing that said equipment and facilities will be provided in a different manner.

3. **Employment of Additional Workers by Contractor**

Contractor will not be prohibited from employing additional workers or subcontractors necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of the District. The provisions of this Agreement are applicable to such Contractor’s employees and/or subcontractors as they are to the Contractor. District will be promptly notified in writing of any and all subcontracting under this Agreement and reserves the right to disapprove any subcontractor.

4. **Attorney Fees**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees in addition to any other relief to which prevailing party may be entitled.

5. **Governing Law**

The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California.

6. **Contact with Students**

Contractor certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Contractor and District grants written permission under defined conditions.

7. **Withholding**

District shall not withhold or set aside any money on behalf of the Contractor for federal income tax, state income tax, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Contractor to account for all of the above. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.

8. **Changes or Alterations**

This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized without the written consent of the District. Only the District Chancellor, Vice Chancellor of Administrative Services, or a college president, within their authority, as defined by District procedures, may authorize extra and/or changed work. The parties expressly recognize that other district personnel are without authorization to either order extra and/or changed work or waive contract requirements, and the Contractor, after any
unauthorized extra work, shall be entitled to no compensation whatsoever for the performance of such work.

9. Termination

District may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, District may proceed with the work in any manner deemed proper by District. The cost to District shall be deducted from any sum due Contractor under this Agreement, and the balance, if any, shall be paid Contractor on demand.

10. Severability

In the event any portion of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

11. Contractor Information:

Contractor Name: ________________________________
Mailing Address: ________________________________
Business Phone: __________ Fax: __________ Home Phone: __________
E-mail: ________________________________
Contractor is Sole Proprietor: Yes ☐ No ☐
Social Security Number or Federal Tax ID Number: ________________________________
*Contractor must provide a W-9

Are you a current or former employee of the District? Yes ☐ No ☐
If yes, date last worked ________________________________
Are you related to any employee(s) of the District? Yes ☐ No ☐
If yes, please identify the individual(s) ________________________________

12. Payment: Total cost of this Agreement will not exceed $________________________

a) Fixed fee to be paid for all described services $________________________
b) Other billing rate $________________________ per ________________ (hour, day, etc.)
c) If Contractor is to be reimbursed for expenses, state maximum amount to be paid in addition to contract fee above $________________________

Note: Travel and other expenses must be reimbursed in conformance with rates applicable to District employees.

13. District obligations other than payment, if any:

__________________________________________________________
14. **Payment Terms:** Unless specified otherwise in this section, payment terms are Net 30 days, computed either from the date of delivery and acceptance of the contract services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of this Agreement, whichever date is later. Invoices should be sent to the District contract originator for approval and forwarding to Accounting.

15. **Other Conditions:**

a) Payments to Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law.

b) Except for projects of $1,000 or less, if Contractor provides public project services (such as carpet laying or building alteration, demolition or repair), Contractor shall pay all workers under this Agreement the prevailing wage pursuant to California Labor Code, Sections 1770 through 1777.7.

16. **Description of Services to be Rendered:** (attach additional detail as necessary)

17. **The Term of this Agreement** shall be from _____ to _____, subject to the provisions of section 9.

18. **Signatures:**

   Contractor

   By: ___________________________ Date: ___________________________
   Contractor Signature
   Contractor Name (*please print*)

   Marin Community College District

   By: ___________________________ Date: ___________________________
   College/District Official Signature

   College/District Official Name (*please print*)

**Required Information:** (completed by initiator of contract – not contractor)

- Contract Originator: ___________________________
- Manager Approvals: (as necessary) ___________________________
- Budget Account: ___________________________
- Purchase Requisition Number: ___________________________

If the amount of the agreement is over $750, a fully executed copy must be forwarded to Purchasing. If the amount of the agreement is under $750, a fully executed copy must be forwarded to Accounting.
### CONSULTANT QUESTIONNAIRE

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

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Briefly describe your organization, including a list of recent clients in our market sector.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>10. Please provide details on how your firm would help us manage the leave absence process.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>13. Please describe your firm’s abilities for online enrollment and benefits administration.</td>
<td></td>
</tr>
<tr>
<td>14. Please explain the timing and nature of formal scheduled meetings that would occur throughout the plan year.</td>
<td></td>
</tr>
<tr>
<td>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 November open enrollment and January renewals.</td>
<td></td>
</tr>
<tr>
<td>16. Please outline your ability and resources (e.g., actuaries, economic forecasting) available to establish trends and recommendations in plan design.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>18. The College of Marin has two campuses. Please describe your capacity to service multiple locations.</td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>21. If your firm was selected as the vendor of record, please describe the process and general timeline to transition the account.</td>
<td></td>
</tr>
<tr>
<td>22. Please provide three references in higher education for private institutions.</td>
<td></td>
</tr>
</tbody>
</table>
Exhibit A

**HEALTH PLAN CONTRIBUTION RATES updated for 02/01/2013 renewals**

NOTE: Internal Reference Sheet Only – See appropriate contracts and salary schedules for eligibility

Only – See appropriate contracts and salary schedules for eligibility & coverage. NOT FOR DISTRIBUTION

<table>
<thead>
<tr>
<th>Total</th>
<th>Employee Portion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly</td>
<td>All Groups</td>
</tr>
<tr>
<td>Premium</td>
<td>($) 1,784.79 Cap</td>
</tr>
</tbody>
</table>

**KAISER #554 – Effective 2/01/13**

<table>
<thead>
<tr>
<th></th>
<th>720.86 / 706.73</th>
<th>1,441.72 / 1,413.45</th>
<th>1,917.49 / 1,879.89</th>
<th>720.86 / 706.73</th>
<th>1,441.72 / 1,413.45</th>
<th>1,917.49 / 1,879.89</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$95.10</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$95.10</td>
</tr>
<tr>
<td>2-Party</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Family Coverage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temp Credit (Cap 1,341.95) 2-Party</td>
<td>71.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temp Credit (Cap 1,341.95) Family</td>
<td>537.94</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**MEDICARE RISK – Rate Effective 01/01/2010 unchanged for 02/01/2013**

<table>
<thead>
<tr>
<th>Member + Eligible Dependents</th>
<th>1,221.61/1,205.47</th>
<th>2,559.67 / 2,509.48</th>
<th>3,404.35 / 3,337.60</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member</td>
<td>625.31</td>
<td>724.68</td>
<td>1,552.81</td>
</tr>
<tr>
<td>2-party</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Family Coverage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medicare COB Plan Single</td>
<td>585.24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medicare COB Plan 2-party</td>
<td>1,250.62</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DELTA DENTAL PLAN – Rate Effective 01/01/2010 unchanged for 02/01/2013**

**COBRA**

<table>
<thead>
<tr>
<th>Member + Eligible Dependents</th>
<th>131.07 / 128.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member</td>
<td>131.07 / 128.50</td>
</tr>
<tr>
<td>Eligible Dependents</td>
<td>131.07 / 128.50</td>
</tr>
</tbody>
</table>

**VISION SERVICE PLAN – Rate Effective 07/01/2004 unchanged for 02/01/2013**

**COBRA**

<table>
<thead>
<tr>
<th>Member + Eligible Dependents</th>
<th>15.81 / 15.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member</td>
<td>15.81 / 15.50</td>
</tr>
<tr>
<td>Eligible Dependents</td>
<td>15.81 / 15.50</td>
</tr>
</tbody>
</table>

**SUN LIFE FINANCIAL - # 40288-10 Effective 11/01/2011**

$50,000 for Mgt, UPM, CSEA, SEIU, Supv, Conf. - $8.60/mo. District paid

**GERBER – (UNUM LIFE INSURANCE - Policy GTA15907)Mgmt/Supv/Conf/UPM only**

Business Travel & Accident Insurance - Policy #15907 ($250,000) Base policy $ 7.25 per month.

Option to extend to 24 hour coverage at employee expense. $7.25 Employee Only $9.75 Family

Available to CSEA members at full employee expense

**DISABILITY INSURANCE (UNUMProvident – Policy # 588832)**

<table>
<thead>
<tr>
<th></th>
<th>District paid</th>
<th>Employee paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>0013 – UPM/Mgmt/Supv/Conf</td>
<td>7,500</td>
<td>5,000</td>
</tr>
<tr>
<td>0019 - CSEA</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>0012 - SEIU</td>
<td>5,000</td>
<td>5,000</td>
</tr>
</tbody>
</table>
In October 2011, Governor Jerry Brown signed a bill into law that requires California health plans to cover what the law defines as "behavioral health treatment for pervasive developmental disorder or autism when the Services are Medically Necessary.

Kaiser Foundation Health Plan, Inc., Northern and Southern California Regions (Health Plan) is amending non-Medicare Evidence a/Coverage (EOC) documents in your Group's Group Agreement effective July 1, 2012 in response to Senate Bill 946 by sending this "Senate Bill 946 Amendment" in accord with the "Amendment of Agreement" section of your Group's Group Agreement. All amendments are deemed accepted by your Group unless your Group gives Health Plan written notice of non-acceptance within 15 days after the date of this amendment notice.

In accord with "Member Information" in the "Miscellaneous Provisions" section of the Group Agreement, Group must inform Subscribers of this coverage change in its next regular communication to them, but in no event later than 30 days after Group receives the information.

Note: Some capitalized terms in this "Senate Bill 946 Amendment" have special meaning. Please see the "Definitions" section of an EOC in your Group's Group Agreement for terms you should know. In this document "non-Medicare EOCs" means all EOCs other than Senior Advantage or Medicare Cost EOCs.

Definitions

We have revised the definition of "Services" to include behavioral health treatment covered under "Behavioral Health Treatment for Pervasive Developmental Disorder or Autism" in the II Benefits and Cost Sharing" section:

Services: Health care services or items ("health care" includes both physical health care and mental health care) and behavioral health treatment covered under "Behavioral Health Treatment for Pervasive Developmental Disorder or Autism" in the "Benefits and Cost Sharing" section.

How to Obtain Services

We have revised the "Referrals to Plan Providers" section to indicate that a referral is required for behavioral health treatment covered under "Behavioral Health Treatment for Pervasive Developmental Disorder or Autism" in the "Benefits and Cost Sharing" section:

Referrals to Plan Providers

A Plan Physician must refer you before you can receive care from specialists, such as specialists in surgery, orthopedics, cardiology, oncology, urology, dermatology, and physical, occupational, and speech therapies. Also, a Plan Physician must refer you before you can get care from Qualified Autism Service Providers covered under "Behavioral Health Treatment for Pervasive Developmental Disorder or Autism" in the "Benefits and Cost Sharing" section. However, you do not need a referral or prior authorization to receive most care from any of the following Plan Providers:

- Your personal Plan Physician
- Generalists in internal medicine, pediatrics, and family practice
- Specialists in optometry, psychiatry, chemical dependency, and obstetrics/gynecology
Notice of Changes to Coverage Terms for New and Renewing Groups
Effective on and after January 1, 2013

The Health Net of California, Inc. (Health Net) Group Hospital and Professional Service Agreement (GSA) and Evidences of Coverage (EOC), and Health Net Life Insurance Company (HNL) Group Insurance Policies (Policies) and Certificates of Insurance (Certificates) issued in 2013 will include the changes that appear in this Notice for compliance with new laws, regulatory requirements and/or to address Health Net/HNL administrative changes. The following modifications apply to California Commercial Large Group and Small Business Group (SBG) plans, unless otherwise noted, and will appear (where applicable) in GSAs/EOCs and Policies/Certificates with the effective date on or after January 1, 2013.

Additional changes, not confirmed at the time of this mailing, may be required. Please ensure that subscribers in your groups are informed of the changes described in this Notice.

Legislative/Regulatory Changes

1 Preventive care - New requirements from Section 2713 of the Affordable Care Act (ACA) expands preventive care coverage to include additional services and supplies for women's preventive health. The EOC/COI has been updated to include additional services and supplies that are covered under preventive care services to comply with the new requirements. Additionally, language has been revised for compliance with ACA to cover certain preventive medication with no member cost share. (Applies to nongrandfathered plans and to enhanced grandfathered plans which provide preventive care with no member cost share.)

2 Summary of Benefits and Coverage (SBC) Distribution – For plans issued or renewed on or after September 23, 2012, regulations under the ACA require that Health Net and HNL (group health insurance issuers) and Groups (group health plans) provide a Summary of Benefits and Coverage (SBC), notice of modification of the SBC, and uniform glossary to subscribers and dependents in a manner that is compliant with the requirements of the ACA. Health Net is committed to complying with the SBC requirements, providing Groups with SBCs, notice of modification of SBCs, and instructions on how to access the uniform glossary. Health Net GSAs and HNL Policies will be updated to include the Groups’ responsibility for issuing these documents to subscribers and dependents.

*Revisions to the GSA/Policy or EOC/COI described above are pending regulatory approval.
### Delta Dental Plan

**THIS MATRIX IS A BRIEF SUMMARY OF YOUR BENEFITS.**  
**YOU MUST READ THE ENTIRE EVIDENCE OF COVERAGE**  
**IN ORDER TO UNDERSTAND THE DETAILS OF YOUR DENTAL COVERAGE.**  
**DELTA DENTAL PREMIER® INCENTIVE PLAN**

Your Co-Payment, Maximum & Waiting Periods

<table>
<thead>
<tr>
<th><em>DENTAL SERVICES</em></th>
<th><strong>DELTA DENTAL’S CO-PAYMENT</strong></th>
<th><strong>YOUR CO-PAYMENT</strong></th>
<th>WAITING PERIODS</th>
<th>CALENDAR YEAR MAXIMUM</th>
<th>CALENDAR YEAR DEDUCTIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diagnostic and Preventive Services</td>
<td>70-100%</td>
<td>30-0%</td>
<td>None</td>
<td>$2,000 for each Enrollee</td>
<td>There are no deductible requirements</td>
</tr>
<tr>
<td>Basic Services</td>
<td>70-100%</td>
<td>30-0%</td>
<td>30-0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crowns, Inlays, Onlays and Cast Restorations</td>
<td>70-100%</td>
<td>30-0%</td>
<td>30-0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosthodontic Services</td>
<td>50%</td>
<td>30-0%</td>
<td>50%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Services and Dental Accident Services</td>
<td>100%</td>
<td>0%</td>
<td>0%</td>
<td>$1,000 for each Enrollee***</td>
<td></td>
</tr>
<tr>
<td>Orthodontics for children only</td>
<td>75%</td>
<td>25%</td>
<td>None</td>
<td>$2,000 lifetime Maximum for each child</td>
<td></td>
</tr>
</tbody>
</table>

* Please refer to the Benefits, Limitations and Exclusions sections of this Evidence of Coverage/Disclosure form.

** If you go to a non-Delta Dental Dentist, Delta Dental cannot assure you what percentage of the charged fee may be covered.

*** This Benefit is separate from the other Benefits.

**** Orthodontic Benefits are available only to children of active employees.

If you transfer or move from one Delta Dental plan to another, you will not receive a new calendar year Maximum because of the transfer or move. The Maximum amount for Benefits paid by Delta Dental in a calendar year under both plans will not exceed the Maximum allowed under your current plan.

For example: If Delta Dental paid $500 in Benefits while you were enrolled in a previous plan and the Maximum amount of your current plan is $1,000,
Exhibit E

SUN LIFE ASSURANCE COMPANY OF CANADA

Policyholder: Marin Community College District
Policy Number: 10898
Policy Effective Date: September 1, 2008
Policy Anniversary: September 1, 2009
Policy Amendment Effective Date: December 1, 2010

This Policy is delivered in California and is subject to the laws of that jurisdiction. Premiums are due and payable monthly on the first day of each month. Policy anniversaries will be annual beginning on September 1, 2009.

Sun Life Assurance Company of Canada (Sun Life) agrees to pay the benefits in accordance with all provisions provided by this Policy for Life and Accidental Death and Dismemberment Insurance. This Policy is issued in consideration of the Application of the Policyholder, a copy of which is attached, and continued payment of premiums by the Policyholder. The following pages including any Riders, Endorsements or Amendments are a part of this Policy.

For the purpose of effective dates and termination dates under this Policy, all days begin at 12:00 midnight and end at 11:59:59 pm.

Signed at Sun Life’s U.S. Headquarters, One Sun Life Executive Park, Wellesley Hills, MA 02481.

Donald A. Stewart
Chief Executive Officer
READ YOUR POLICY CAREFULLY
Group Term Insurance Policy

Non-Participating
GERBER LIFE INSURANCE COMPANY
1311 Mamaroneck Avenue
White Plains, New York 10605
(Herein called “the Company”)

Based on the Application for this Policy (herein called “the Plan”) made by

MARIN COMMUNITY COLLEGE DISTRICT
835 College Avenue
Kentfield, California 94904
(Herein called “the Policyholder”)

and based on the payment of the premium when due, the Company agrees to pay the benefits as provided on the following pages.

This Plan becomes effective at 12:01 A.M. Standard Time at the Policyholder’s Address on the Effective Date shown below. The Plan will terminate at 12:00 Midnight on the Expiration Date shown below or as shown in Section IX - Termination of the Plan.

All matter printed or written by the Company on the following pages forms a part of this Plan as if recited over the signatures below.

This Plan is delivered in and is governed by the laws of the Jurisdiction shown below.

Signed by the Company:

President

Secretary

POLICY NUMBER
RTA-15907

EFFECTIVE DATE
March 1, 2005

EXPIRATION DATE
March 1, 2006

DATE OF ISSUE
April 13, 2005

JURISDICTION
California

COVERAGE PROVIDED
Accident Insurance

NONPARTICIPATING
GROUP ACCIDENT POLICY
ACCIDENT ONLY - DOES NOT PAY BENEFITS FOR SICKNESS

GER-BA-20

A-1(CA)
Exhibit G

Unum Life Insurance Company of America

ENDORSEMENT
(Endorsements may be made only by the Company at its Home Office)

Effective on January 19, 2008, the following changes are being made to your group long term disability or group short term disability California policy(ies) issued by Unum Life Insurance Company of America. In the event of conflicts between the policy language and this endorsement, the terms of this endorsement will prevail over the policy language.

1. The following definition of total disability is added to the policy, and if the policy includes a definition of disability, the term "disability" is revised to include total disability. If the policy already contains a definition of "total disability," that definition is revised as follows. All time periods and other definitions of disability remain and will be applied consistent with the occupational criteria described in this endorsement.

   You are "totally disabled":

   During any period covering a disability for your occupation, own occupation, normal occupation, regular occupation or usual occupation when a disability renders you unable to perform with reasonable continuity the substantial and material acts necessary to pursue your usual occupation in the usual and customary way.

   During any period covering a disability from any occupation, any other occupation, any gainful occupation, any other gainful occupation, reasonable occupation, or another occupation when a disability renders you unable to perform with reasonable continuity the substantial and material acts necessary to pursue your usual occupation in the usual and customary way and unable to engage with reasonable continuity in another occupation in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, physical and mental capacity.

   "Substantial and material acts" as used in the above definition of disability, means acts that:

   - are normally required for the performance of your usual occupation or another occupation; and
   - cannot be reasonably omitted or modified.

   "Usual occupation" means the substantial and material acts you are routinely performing for your employer when your disability begins.

2. For any provision limiting or excluding coverage for disabilities "contributed to by" a pre-existing condition, the "contributed to by" language is deleted and will not be applied.

3. Any policy language regarding reductions to benefit payments for Social Security Disability Income (SSDI) benefits is amended so that benefit payments will only be reduced by SSDI benefits actually received by claimants, their dependent spouses or children.

This endorsement can be canceled or modified by Unum Life Insurance Company of America to the extent permitted by state law or future regulatory interpretation.

Signed for the Company at Portland, Maine.

[Signature]

Secretary

C.V.D.81
Unum Life Insurance Company of America

ENDORSEMENT

(Endorsements may be made only by the Company at its Home Office)

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During any period covering a disability for your occupation, own occupation, normal occupation, regular occupation or usual occupation when a disability renders you unable to perform with reasonable continuity the substantial and material acts necessary to pursue your usual occupation in the usual and customary way.

During any period covering a disability from any occupation, any other occupation, any gainful occupation, any other gainful occupation, reasonable occupation, or another occupation when a disability renders you unable to perform with reasonable continuity the substantial and material acts necessary to pursue your usual occupation in the usual and customary way and unable to engage with reasonable continuity in another occupation in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, physical and mental capacity.

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- cannot be reasonably omitted or modified.

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Secretary

C.V.D.81