



citycounty insurance services
cisoregon.org

Request for Proposals (RFP)

Specific Reinsurance (Stop Loss) Coverage

CIS
15875 Boones Ferry Rd #1469
Lake Oswego, OR 97035
(503) 763-3800

| RFP Schedule | |
|--|---|
| Posting of RFP: | September 13, 2024 |
| Deadline to Indicate Intent to Participate in RFP: | October 4, 2024 |
| Deadline to Submit Questions about the RFP: | October 4, 2024 |
| Proposal Due: | October 11, 2024, 5:00 p.m. (PT) |
| Anticipated Contract Award: | December 2024 |

**REQUEST FOR PROPOSALS
FOR
SPECIFIC REINSURANCE (STOP LOSS) COVERAGE**

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I. INTRODUCTION

A. PURPOSE

CIS is soliciting proposals from qualified carriers for specific stop loss insurance.

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified vendors to ensure that the CIS stop loss programs are administered at a high service level and in the most cost-effective manner possible. The carrier must have the flexibility necessary to respond to current and changing needs related to risk bearing objectives.

B. BACKGROUND

CIS (Citycounty Insurance Services) is a public entity that provides insurance and risk management services to Oregon cities and counties and other public entities created by these cities and counties. Based in Wilsonville, CIS was formed in 1981 by its parent organizations, the League of Oregon Cities and Association of Oregon Counties. The majority of cities and counties in Oregon participate in one or more CIS programs (property, liability, workers' compensation, and health benefits). These participating entities are considered CIS members.

II. OBJECTIVES

The objectives of this RFP are outlined below:

1. Competitive 2025 premium costs, including reasonable long-term trade-off between expected reimbursement and stop loss premium.
2. Flexible and creative funding / risk transfer solutions, including a review of both insured and alternate funding mechanisms as fit for CIS.
3. Ability to provide requested stop loss designs and requested specific deductible amounts as outlined in the Aon Greater Insight portal.
4. Ability to match the required contract provisions as outlined in this RFP.
5. Dedication to superior service and support to the benefit staff at CIS.
6. Work in partnership with the current medical and Rx claims administrators.

III. SCHEDULE AND SUBMITTAL

A. RFP AND EVALUATION SCHEDULE

| | |
|---|----------------------------------|
| Posting of RFP: | September 13, 2024 |
| Deadline to Indicate Intent to participate in RFP: | October 4, 2024 |
| Deadline to Submit Written Questions about the RFP: | October 4, 2024 |
| Proposal Due Date: | October 11, 2024, 5:00 p.m. (PT) |
| Anticipated Contract Award: | December 2024 |
| Commencement of Contract: | January 1, 2025 |

B. RFP CONTACTS

Laura Luther, Lauren Joyce, and Sara Frawley

Aon

1420 5th Avenue, Suite 3020

Seattle, WA 98101

Email: laura.luther@aon.com, lauren.joyce@aon.com, sara.frawley@aon.com

C. RFP PROCESS

Aon will be managing the RFP submission process on CIS' behalf. Aon will use its Greater Insight portal to provide data related to the RFP and for interested organizations to submit questions about the RFP as well as their proposals.

Interested organizations are required to confirm their intent to participate by sending an e-mail to the three RFP Contacts (listed above) by **October 4, 2024**. All organizations confirming intent to participate by this date will be granted access to Aon's Greater Insight portal for electronic RFP completion and submission. Access to the portal will be opened starting **September 27, 2024**, but organizations will not be granted access until they have confirmed their intent to participate. Organizations that do not confirm their intent to participate by October 4th will not be able to submit a proposal for the RFP.

D. WRITTEN QUESTIONS

If proposers have questions about the RFP, they are encouraged to submit them as soon as possible, but no later than **October 4, 2024**. Questions must be submitted in Aon's Greater Insight portal. Aon will not be obligated to answer any questions received after the deadline, or any questions submitted in a manner other than through the Greater Insight portal, even if an organization has questions prior to deciding whether to participate in the RFP. You may request

access to the Greater Insight portal by emailing the RFP Contacts as described in **Section C – RFP Process** above.

Responses to written questions received by the specified deadline will be posted in the Greater Insight portal.

E. PROPOSAL SUBMITTAL

1. General

Proposals must be received by **5:00 p.m. (PT) on October 11, 2024.** Any proposal received after this date and time will not be considered.

Delivery of proposals by the specified deadline is the sole responsibility of the Proposer. CIS and Aon will not be responsible for, nor accept as a valid excuse, any delay in the method of delivery used by the Proposer except where it can be established that CIS or Aon was the sole cause of the late receipt.

2. Method of Submittal

The proposal must be submitted through Aon’s Greater Insight portal. Submissions delivered in any other manner will not be considered.

3. Evaluation Criteria

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to CIS, though CIS expressly reserves the right to reject all proposals and make no award under this RFP.

The following criteria will be considered in evaluating the proposals:

- Qualifications;
- Experience;
- Financial Proposal (premium rates);
- Contract provisions;
- Miscellaneous, including exceptions/deviations

IV. GENERAL INSTRUCTIONS

A. ORAL COMMUNICATIONS

Any oral communication by the assigned [RFP Contacts](#) or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of CIS, Aon, a proposer or selected firm(s).

B. CHANGES TO RFP

If it is necessary to make material changes to the RFP, Aon will e-mail written RFP addenda to all recipients of record of the original RFP and post such addenda on CIS' website (www.cisoregon.org/About/RFS) and the Greater Insight portal. Recipients of record are those parties who were directly sent a copy of the RFP.

It is the responsibility of the proposer to inquire of Aon as to any addenda issued. This may be done by checking CIS' website or the Greater Insight Portal prior to the proposal submittal deadline. All addenda issued shall become part of the RFP.

C. EXCEPTIONS / DEVIATIONS

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in a separate element of the submitted proposal under the heading **"Exceptions and Deviations"**.

D. AUTHORIZATION TO DO BUSINESS

Proposers must be authorized to do business in the State of Oregon and in the local jurisdiction in which they are located or where the work will be performed.

E. PRE-CONTRACTUAL EXPENSES

CIS shall not be liable for pre-contractual expenses incurred by a proposer in the preparation of its proposal and proposers shall not include any such expenses in their offers. Pre-contractual expenses are defined as expenses incurred by the proposer to: (1) prepare and submit its proposal to CIS; (2) negotiate with CIS on any matters related to this RFP; and (3) any other expenses incurred by a proposer prior to the date of award, if any.

Issuance of this RFP and receipt of proposals does not commit CIS to award a contract. CIS reserves the right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer simultaneously, or to cancel all or part of this RFP.

F. WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 90 DAYS

A proposer may withdraw its proposal at any time prior to the submittal deadline by sending Aon a request in writing. As of the deadline for submittal, any proposal received by Aon and not withdrawn becomes a preliminary offer, intended to reflect the most accurate financial and contractual terms, based on the available data. RFP participants will be asked to deliver a firm proposal a week after the receipt of data through August 2024. The firm proposals will be considered irrevocable upon offer, and available for acceptance by CIS immediately and for 90 days thereafter. Proposers are responsible for the accuracy of their proposals and no allowance will be made for errors or price increases to the firm proposals.

G. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become the property of CIS, except for information identified by a proposer as being proprietary. A blanket statement that all contents of the proposal are proprietary will not be honored by CIS. Please note that as a public entity, CIS is subject to Oregon public records law, which may require the disclosure of information regarding proposals or a subsequent contract.

H. IMMATERIAL DEFECTS IN PROPOSAL

CIS may waive any immaterial deviation or defect in a proposal. CIS' waiver shall in no way modify the RFP documents or excuse a proposer from full compliance with the RFP if awarded the contract.

I. WRITTEN AGREEMENT

The proposer selected for contract award through this RFP shall be required to enter into a written agreement with CIS governing the provision of professional services to CIS, its members, and other eligible entities. The agreement will include pertinent terms and conditions set forth in this RFP and will reflect the proposer's offer or the outcome of contract negotiations. The agreement will also include, to the extent applicable, the provisions described in [Appendix A](#) and any terms or conditions added by addendum.

It is anticipated that the proposer may enter into separate agreements with subcontractors to fulfill the terms of this contract. CIS will not be a party to those separate agreements, nor in any fashion a guarantor or indemnitor of them.

J. TERM OF CONTRACT

If a contract is awarded through this RFP, it will be effective upon full execution of the agreement, which CIS expects to be in **December 2024**. No agreement with CIS shall be in effect until a contract has been approved by the CIS Board of Trustees or designee and has been signed by both parties.

K. NEWS RELEASES

News releases pertaining to any award resulting from this RFP may not be issued without the prior written approval of CIS.

V. PROPOSAL FORMAT AND CONTENT

The proposal submitted in response to this RFP must contain the information required as outlined in the Greater Insight portal. If you intend to use any subcontractors in fulfillment of services, information should be furnished for both your firm and the subcontractors where appropriate.

Submitting general marketing materials about your firm in lieu of providing specific answers to questions will not be acceptable. If you wish to submit marketing materials, you should do so as a separate addendum rather than as part of the formal response.

Participants will be granted access to the Greater Insight portal for RFP review, completion, and submission if they send an email to the assigned [RFP Contacts](#) by **October 4, 2024**, indicating an intent to participate, as described in **Section III,C** above.

APPENDIX A – CIS CONTRACT CONSIDERATIONS

CIS contracts will be subject to the following standards. These are not exclusive and other contract clauses and provisions will obviously be applicable as well. However, these are areas respondents to CIS RFPs should be aware of in considering and preparing responses.

A. MANDATORY PROVISIONS:

1. Indemnity Provision. There shall be no provision requiring CIS to indemnify contractor for contractor's acts or omissions. Indemnity provisions should be mutual and reciprocal. Our standard indemnity clause is as follows:

Contractor agrees to hold harmless, indemnify, and defend CIS, and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents in performance of services pursuant to this Contract. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), CIS agrees to hold harmless, indemnify, and defend Contractor and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or related to the acts or omissions of CIS or its officers, employees, subcontractors, or agents pursuant to this Contract.

2. Independent Contractor Status. The following shall be included in CIS contracts:

Contractor shall perform the required services as an independent contractor and not as an "officer, employee, or agent" of CIS as those terms are used in ORS 30.260 through 30.300. Although CIS reserves the right to evaluate the quality of the service provided by Contractor, CIS will not control the means or manner of Contractor's performance.

3. Governing Law and Venue. CIS contracts shall subject to the laws of Oregon and venue for any disputes arising out of the contractual relationship. The contract shall include the following clause or the substantial equivalent:

This contract shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between CIS and Contractor arising from or related to this contract shall be brought and conducted in the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought in the U.S. District Court for the State of Oregon.

4. Insurance. Except under special circumstances, and with the approval and consent of CIS Executive Director, the following minimum insurance provisions shall be specified in the contract:

During the term of this Contract, Contractor shall maintain in force insurance coverage compliant with the requirements listed below:

- a. Workers' Compensation insurance in compliance with ORS Chapter 656, if Contractor employs "subject workers".
- b. Comprehensive General Liability insurance applicable to the services provided to CIS, with a combined single limit, or the equivalent, of not less than \$2,000,000 each occurrence for Bodily Injury, Personal Injury, and Property Damage, including contractual liability coverage applicable to the indemnity provided under this contract.
- c. Automobile Liability insurance applicable to the operation of Contractor's trucks or automobiles with a combined single limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, non-owned, and hired vehicles, as applicable.
- d. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits without 30 days prior written notice from the Contractor or its insurer(s) to CIS.
- e. Certificates of Insurance. As evidence of the insurance coverages required by this contract, the Contractor shall provide acceptable insurance certificates to CIS as soon as practicable upon written request by CIS. If requested, complete copies of insurance policies, shall be provided to CIS.

B. OTHER CONTRACT CONSIDERATIONS:

1. Limitations on Liability and Warranties. Responses to RFPs should include a description of any limitations on liability to either CIS or purported third-party liability limitations a contractor would propose to include in a contract with CIS. These provisions are disfavored and will be a consideration in our review and comparison of RFP responses.
2. Termination. While termination provisions are negotiable, any provision that would not permit CIS to terminate the contract with a reasonable notice period, without further obligation, would be strongly disfavored and allowed only with the consent of the Executive Director. Our preferred termination provision is as follows:
 - a. **This Contract may be terminated at any time by mutual written consent of the Parties.**
 - b. **CIS may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' written notice to Contractor. In the event of such a termination,**

CIS agrees to pay Contractor the fees and expenses reasonably incurred prior to such termination.

- c. CIS may terminate this Contract immediately upon notice to Contractor, or at such later date as CIS may establish in such notice, if Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, or fails to perform in a timely manner the services under this contract, and such breach, default, or failure is not cured within 10 business days after delivery of CIS' notice, or such longer period as CIS may specify in such notice.
 - d. Contractor may terminate this Contract upon 10 days' written notice to CIS if CIS fails to pay Contractor pursuant to the terms of this Contract and CIS fails to cure within 30 days after receipt of Contractor's written notice, or such longer period as Contractor may specify in such notice.
3. Dispute Resolution. Mandatory arbitration provisions are disfavored. Our position is that alternative dispute resolution is encouraged, but arbitration should be undertaken only when both parties agree to it at the time of the dispute. If arbitration is undertaken, we would not consent to the rules and procedures of the American Arbitration Association. Other standard rules are available, or the parties can simply agree to rules and procedures as they deem appropriate. Provisions requiring mediation as a precedent to other legal action are acceptable.