



citycounty insurance services  
cisoregon.org

## Request for Proposals (RFP)

### Legal Services for CIS Employee Benefits Trust

CIS  
1212 Court Street NE  
Salem, OR 97301  
(503) 763-3800

| <b>RFP Schedule</b>                    |   |
|--|---|
| Issuance of RFP:                       | <b>September 1, 2020</b>                  |
| Submission of Questions about the RFP: | <b>September 15, 2020, 5:00 p.m. (PT)</b> |
| Proposals Due:                         | <b>October 1, 2020, 5:00 p.m. (PT)</b>    |
| Anticipated Contract Award:            | <b>December 1, 2020</b>                   |
| Commencement of Services:              | <b>January 1, 2021</b>                    |

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**REQUEST FOR PROPOSALS  
FOR  
LEGAL SERVICES FOR CIS EMPLOYEE BENEFITS TRUST**

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## I. INTRODUCTION

### A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified attorneys or law firms to provide legal services for the CIS Employee Benefits Program. Schwabe, Williamson & Wyatt, P.C. has provided legal services for CIS Benefits since 2010. CIS has been satisfied with the firm's services, however, the primary attorney CIS works with at Schwabe will be retiring. As a result, CIS is requesting proposals from attorneys or firms to provide these legal services beginning in 2021.

### B. BACKGROUND

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

CIS itself is a public entity, formed by LOC and AOC under ORS Chapter 190. It is governed by a Board of Trustees composed of officials from member cities and counties.

A component of CIS is its employee benefits program, which is called CIS Benefits. Approximately 270+ public Member Employers enroll 12,000 active employees and retirees and cover approximately 14,000 dependents in some combination of medical, dental, vision, life, voluntary life and disability coverage. These Member Employers range in size from one up to 600 employees and many are subject to collective bargaining. In addition to insurance products, CIS Benefits offers our members a health risk management/wellness program, sponsored flexible spending account/pretax programs, an EAP program, COBRA and retiree administration, and related services. All premium contributions made by employers become part of either the city or county trust, and are used exclusively for the provision of benefits. Additional background information, including plan designs, rates and policies, is available at [www.cisoregon.org/Benefits](http://www.cisoregon.org/Benefits).

## II. SCOPE OF WORK

The successful firm will provide legal services including, but not limited to, the following:

1. Legal advice and counsel to help ensure the CIS benefits program continues to comply with applicable federal and Oregon laws.

2. Legal advice and assistance in the drafting/review of applicable plan documents (e.g. CIS Benefits Trust Plan, Flexible Spending Account (FSA) plan documents, etc.).
3. Work with CIS' in-house General Counsel in reviewing contracts between the CIS Benefits program and vendors, carriers, plan providers, etc.
4. Provide legal advice as to the tax implications of benefits provided and received through the CIS Benefits programs.
5. Other legal services as requested.

### III. SCHEDULE AND SUBMITTAL

#### A. RFP AND EVALUATION SCHEDULE

|   |   |
|---|---|
| Issuance of RFP:                                    | <b>September 1, 2020</b>                  |
| Deadline to Submit Written Questions about the RFP: | <b>September 15, 2020, 5:00 p.m. (PT)</b> |
| Proposal Due Date:                                  | <b>October 1, 2020, 5:00 p.m. (PT)</b>    |
| Evaluation of Proposals, Finalists Selected:        | <b>October 16, 2020</b>                   |
| Finalist Interviews (if necessary):                 | <b>October 26-30, 2020</b>                |
| Anticipated Contract Award:                         | <b>December 1, 2020</b>                   |
| Commencement of Services:                           | <b>January 1, 2021</b>                    |

#### B. CIS CONTACT PERSON

Mike Beyrouty  
 Deputy Benefits Director  
 1212 Court St. NE  
 Salem, OR 97301  
 Email: [mbeyrouty@cisoregon.org](mailto:mbeyrouty@cisoregon.org)

#### C. WRITTEN QUESTIONS

If proposers have questions about the RFP, they are encouraged to submit them as soon as possible, but no later than the **5:00 p.m. (PT) on September 15, 2020**. Questions must be in writing and may be e-mailed to the Contact Person above. CIS will not be obligated to answer any questions received after the deadline, or any questions submitted in a manner other than as instructed above.

## D. PROPOSAL SUBMITTAL

### 1. General

Proposals must be received by **5:00 p.m. (PT) on October 1**. 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 will not be responsible for, nor accept as a valid excuse, any delay the method of delivery used by the Proposer except where it can be established that CIS was the sole cause of the late receipt.

### 2. Method of Submittal

The proposal must be submitted in electronic form in an email to the [Contact Person](#) above.

### 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:

- Quality of the proposal, including an expressed understanding of CIS' requirements;
- Qualifications;
- Experience, particularly with:
  - Self-insured, public employer health programs
  - Employee benefit trust programs
  - Multi-employer benefit programs
  - Health insurance rules and regulations such as, HIPAA, COBRA, MHPAEA, Affordable Care Act, CARES Act
- Sample materials
- Interviews, if conducted;
- References;
- Cost Schedule/Hourly Rate;
- Miscellaneous, including exceptions/deviations

## IV. GENERAL INSTRUCTIONS

### A. ORAL COMMUNICATIONS

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

### B. CHANGES TO RFP

If it is necessary to make material changes to the RFP, CIS 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](http://www.cisoregon.org/About/RFS)). Recipients of record are those parties to whom CIS directly sent a copy of the RFP. Responses to written questions received by the specified deadline will be incorporated in an RFP addendum.

It is the responsibility of the proposer to inquire of CIS as to any addenda issued. This may be done by checking CIS' website 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 CIS a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by CIS and not withdrawn becomes an irrevocable offer 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 that a proposer later alleges are retroactively applicable.

## **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 on or about **December 1, 2020**. 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 in Sections A through E below. Brevity is preferred. For the questions in Sections B through D, please precede your answers with a restatement of the question. 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.

### A. COVER LETTER

All proposals must include a cover letter addressed to the [Contact Person](#) in Section III, B above. At a minimum, the cover letter must contain the following:

- Identification of the proposer, including business name, address and telephone number.
- Name, title, address, telephone number, and e-mail address of a contact person during the period of proposal evaluation.
- Acknowledgment of RFP addenda received, if any.
- A statement that the proposal shall remain valid for a period of not fewer than **go days** from the due date for proposals.
- Any exceptions to any specified criteria in this RFP.
- Identification of any information contained in the proposal which the proposer deems to be confidential or proprietary and wishes to be withheld from disclosure. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by CIS.
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

### B. QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES

1. Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of



operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state, or local public agency.

2. Describe your firm's experience and qualifications for providing legal services for employee benefits programs.
3. Please provide references for whom you have provided legal services for employee benefits programs.
4. Provide at least two case studies of providing legal services for employee benefits programs like those requested in the Scope of Work. Describe the services you offered and how they were beneficial to the client.

#### **C. STAFFING AND PROJECT ORGANIZATION**

Identify the key personnel from your firm who would be assigned to this project and their specific roles in the project. Include a brief description of the number of years with your firm, qualifications, professional certifications, job functions, current caseload, and office location(s). Brief resumes (not more than two pages long) for all key personnel may be provided as an appendix, not in the body of the proposal.

#### **D. WORK PLAN / TECHNICAL APPROACH**

1. Describe in detail the information, documents, staff assistance, facilities or other resources you would require from CIS or its members to complete your work; declare any critical assumptions upon which your work plan is based. For example, specify what documents you will need from CIS in order to begin your work.
2. Describe succinctly how your firm would accomplish the work and satisfy CIS' objectives included in this RFP.
3. Explain how you would approach providing legal services for employee benefits programs described in the [Scope of Work](#) in general as well as to specific CIS members. Include the length of the engagement and the areas you would cover.
4. Provide sample training materials that you would provide when working with a member.

#### **E. COST SCHEDULE**

The Proposer's cost schedule must be submitted with the proposal.

All costs are to be contained in this schedule. For each service element described in the Scope of Work, that the Proposer intends to provide, include either an hourly rate or fixed fee for the service, as appropriate. Include a description of any travel-related expenses that the Proposer expects to be reimbursed. Note that since CIS is a public entity, expenses may be subject to prior approval before they will be reimbursed.

This section must also include payment terms required for services rendered and a preferred schedule of billing dates.

The Proposer may include a separate list of optional services and corresponding hourly rates/fees in the cost schedule.

#### **F. SAMPLE CONTRACT**

Submit a sample of your standard agreement for services with your response. Required provisions for the agreement are described in [Section IV\(I\)](#) above and [Appendix A](#) below.

## 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 employee 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. 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 RFP's should include a description of any limitations on liability to either CIS or purported third party liability limitations 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.