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www.cisoregon.org

Request for Proposals (RFP)

Learning Management System for Extended Enterprise/Multi-Tenant

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

RFP Schedule	
Issuance of RFP:	May 23, 2018
Submission of Questions about the RFP:	June 1, 2018, 5:00 p.m. (PDT)
Proposal Due:	June 22, 2018, 5:00 p.m. (PDT)
Successful Proposer Selected:	August 17, 2018
Anticipated Commencement of Contract:	August 20, 2018

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A membership service of:



**REQUEST FOR PROPOSALS
FOR
LEARNING MANAGEMENT SYSTEM FOR
EXTENDED ENTERPRISE/MULTI-TENANT**

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I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified vendors to provide a state-of-the-art online Learning Management System (LMS) for use by CIS and our members.

This RFP only seeks proposals for a LMS, not for online course content. A separate RFP will be issued to solicit proposals for online content to include in the LMS. The RFP will be available at www.cisoregon.org/about/rfs. CIS has no preference for whether the LMS and online course content are provided by same or different vendors. For vendors interested in responding to both RFPs, instructions for doing so are included in [Section III. D](#) below.

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 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. Currently, about 370 public entities are members.

II. SCOPE OF WORK

The successful Proposer will provide a hosted, web-based learning management system for CIS to use to provide online learning opportunities to our members and their employees. The system will host online courses in a variety of subject areas, that may come from multiple sources, including the proposer, CIS, and third-party content providers.

Requirements include, but are not limited to, those described below. Additional details regarding these requirements, as well as other requested features, are in [Appendix B](#):

1. A web-based, hosted solution, that is platform- and device-agnostic.
2. Scalable platform, capable of supporting 13,000+ users.
3. 24x7 access to LMS.
4. Technical support available at least Monday through Friday, 7:00 a.m. to 7:00 p.m. (PT).
5. Single sign-on integration support via OAuth 2.0/OpenID Connect.
6. Support for synchronous and asynchronous training.
7. Granular access and security. Able to limit course and content availability by member entity in extended enterprise. See Appendix C for a graphical illustration of the intended hierarchy structure in the LMS.

8. Data transfer from our current online training provider.
9. Support for Webhooks i.e. (New user registration, contact update, course registration, course completion).

The system would be branded as a CIS product and available on-demand to employers whose computer systems and usage range from extremely sophisticated to extremely limited.

Mastery of the content, particularly for “required” courses, is important. So, performance support tools will be necessary to facilitate testing the user’s understanding of the content, as will the ability to easily report on usage and test results.

CIS’ implementation plan specifies having the product in place for roll-out to our membership by **January 2019**.

Audience:

CIS has 13,000 users enrolled in the LMS we are currently using, with an average of 1,500 courses completed per month. These users include CIS staff as well as all levels of employees (executives, managers, supervisors and line staff) of CIS members. We have 430+ third-party courses in our current LMS. Learners enroll in approximately 137 of those courses each month with an average of 6 learners per course. We expect enrollment and activity to increase over time. The level of technical competence and breadth of training varies from member to member and individual to individual.

CIS member employees work in many functional areas, such as office administration, finance, public works, human resources, utilities, law enforcement, risk management, and public safety – all with a government focus.

III. SCHEDULE AND SUBMITTAL

A. RFP AND EVALUATION SCHEDULE

Issuance of RFP:	May 23, 2018
Deadline to Submit Written Questions about the RFP:	June 1, 2018, 5:00 p.m. (PDT)
Proposal Due Date:	June 22, 2018, 5:00 p.m. (PDT)
Evaluation of Proposals and Demo Sites:	June 22-July 9, 2018
Sandbox Demos for Pilot Group:	July 16-31, 2018
Finalist Interviews & Demos (if necessary):	July 27, 30-31, 2018

Successful Proposer Selected:	August 17, 2018
Anticipated Commencement of Contract:	August 20, 2018
Internal Implementation, Configuration, Data Transfer, and Testing:	August 20 – December 2018
Extended Enterprise Rollout (CIS members):	January 2019

B. CIS CONTACT PERSON

Mary Meyer
Training Manager
1212 Court St. NE
Salem, OR 97301
Email: mmeyer@cisoregon.org
Phone: 503-763-3815

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. (PDT) on June 1, 2018**. 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. (PDT) on June 22, 2018**. 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 in delivery except where it can be established that CIS was the sole cause of the late receipt.

2. Responding to LMS and Online Course Content RFPs

As stated in the Introduction, CIS will be issuing a separate RFP for online course content to be hosted in the LMS. Vendors that have both a LMS and online course content are invited to respond to both. Where CIS requests the same information in both RFPs, in lieu of providing duplicate information, a vendor responding to the Content RFP may indicate that the information has already been provided in the LMS RFP.

3. Method of Submittal

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

4. Interviews

If interviews of finalists are needed, they will be in-person and will occur on or about **July 27, 30 and 31, 2018**.

5. 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, although 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;
- Demonstrated success implementing the proposed system in a multiple employer environment similar to CIS' extended enterprise;
- References;
- Results of requested in-person demonstrations and presentations;
- Results of CIS and member access to sandbox demonstration sites;
- Flexibility, functionality, and ease of use of LMS;
- Staffing & project organization;
- Ease of implementation plan and support;
- Vendor support, responsiveness and follow-up;
- Cost schedule;
- Miscellaneous, including exceptions/deviations.

IV. GENERAL INSTRUCTIONS

A. ORAL COMMUNICATIONS

Any oral communication by CIS' contact person(s) 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). 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 calling the contact person 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 the proposal submitted by the Proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations."

D. AUTHORIZATION TO DO BUSINESS

The Proposer must be authorized to do business in the State of Oregon and in the local jurisdiction in which it is 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 the 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. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the 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 the 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 the 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 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 B 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 subject to approval by the CIS Board of Trustees or designee. CIS expects the Board will consider the contract on or about August 17, 2018. If approved, the contract will not be effective until it has been signed by both parties. It is anticipated that the contract will be for three years with the potential for annual renewals thereafter at CIS' discretion.

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 L and Appendix B** below. Brevity is preferred. For the questions in **Sections B through J**, 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 electronically as a separate addendum rather than as part of the formal response.

Proposers selected as finalists may be required to demonstrate their learning management system at a scheduled interview with CIS staff. Proposers must also provide a sandbox demonstration site that CIS staff can access after the interview to try out the LMS' user interface, admin features, and, if applicable, course catalog.

Acronyms and Terms Used in this Section and Appendix B

Acronyms

ADA	Americans with Disabilities Act
CEU	Continuing Education Unit
HRCI	Human Resources Certification Institute
HRIS	Human Resource Information System
ILT	Instructor-Led Training (Classroom)
IPMA	International Personnel Management Association
LMS	Learning Management System
LRS	Learning Record Store
SaaS	Software as a Service
SCORM	Sharable Content Object Reference Module
SHRM	Society for Human Resource Management
SSL	Secure Socket Layer
xAPI	Experience API (application programming interface)

Terms

Administrators	Includes CIS "super administrators" in addition to the member admins in the extended enterprise
Class	Logistics of a course including the date, time, location, instructor and resources
Course	Any type of learning event or object whether it be synchronous, asynchronous, formal (a scheduled class), or informal (on-the-job training)

Entities	The public entities (cities, counties and other entities) that are CIS members
Entity Admins	Onsite administrators for the entity users; able to view all learning records, manage database, assign learning, and generate reports and certificates
Extended Enterprise	Synonymous with “multi-tenant”. It includes CIS member entities, their entity admins and learners that are external to CIS and our internal staff

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, fax 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), locations of corporate headquarters and the primary office that will service CIS, number and locations of any other satellite 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 the required services to CIS. Specifically highlight those qualifications that distinguish you from your

competitors. The focus should be on recent experience within the last **five years** that is relevant to the scope of work outlined in this RFP.

3. Provide an overview of your current client base and industries you serve.
4. Has your company worked with other risk management pools or public entities? If yes, describe.
5. What is your customer retention rate, and how is this measured?
6. Provide case studies for a maximum of **three** existing clients similar to CIS, including details of how your product met their needs, issues that came up in transition and how the issues were resolved.
7. Provide references for a maximum of **three** of your current customers, with a preference for clients with extended enterprises similar to CIS.
8. List any awards or industry recognition your company has received, especially as relates to the SaaS delivery of online learning, online course content, or customer satisfaction.
9. Has your company recently merged with, acquired or sold to other companies or do you have plans to do so?
10. Do you anticipate any significant changes coming in the next few years that might impact the requirements of this RFP or your ability to meet the obligations if you are awarded the contract?
11. What percentage of your company's revenue is derived from online learning services? If this figure is not 100%, please provide the source of the non-applicable percentage.
12. What is your company's product development/enhancement process for the product you are proposing to CIS? How does your company involve customers in the product development process?
13. Based on your understanding of CIS and the Scope of Work above, what do you anticipate being the biggest challenge for your company if you are awarded the contract? Describe what steps you plan to take to address the challenge.

C. STAFFING AND PROJECT ORGANIZATION

1. Identify the key personnel from your firm who would be assigned to this project. Include a brief description of the number of years with your firm, qualifications, professional certifications, job functions, current caseload, and office location(s).

Designate an Account Manager who would be ultimately responsible for the relationship and a Project Manager who would provide day-to-day direction of the required work. Furnish brief resumes (not more than **two** pages long) for all key personnel; include these as an appendix, not in the body of the proposal.

2. Describe the implementation team and include a description of the role each member plays. Include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.
3. Describe the ongoing service team and include a simple organization chart that clearly delineates communication and reporting relationships among the project staff. This question can be skipped if the ongoing service team will be the same as the implementation team.

D. SYSTEM

1. Provide an overview of your system relating to the items described in the Scope of Work above. You may include screen shots, specification sheets, or other similar information, as appropriate.
2. Describe your system's ability to handle registration of 350+ separate member entities and 13,000+ users.
3. Describe your system's permission structure with regard to member-entity access, as well as end-user access, to features, content, administrative tools, reporting, etc. At a minimum, your answer should address the following:
 - a. CIS administrator global access rights;
 - b. Member-entity level administrator rights;
 - c. End-user rights;
 - d. Any security limitations that would enable a member-entity to see another member-entity's uploaded content, group hierarchy, or user data.
4. Does your system have a Learning Object Repository that CIS and our members can use to house learning resources to supplement online courses? For example, a member administrator would upload an electronic copy of their anti-harassment policy to assign to all employees along with an online harassment prevention course. If so, describe your repository. At a minimum, include the following:
 - a. File formats supported (e.g., PDF, Word, Excel, MP4, MPEG, etc.);
 - b. Process for attaching files;

- c. Whether multiple files can be attached at one time;
 - d. Whether user interaction with the file (accessing, viewing, completing, etc.) can be tracked.
- 5. Describe the process for adding CIS content into your LMS' catalog for use by our learners. Our training modules vary anywhere from 15 to 90 minutes in length. Format of the modules also varies from interactive learning modules to digital video. Include any fees, turnaround times, and limitations on the type, format, or amount of content.
- 6. What types of course content formats does your LMS support?
- 7. What analytics features are built in to your LMS? For example, does your system have a Learning Records System (LRS) built-in or the ability to integrate with an external LRS? It is important for us to measure both the effectiveness of training and level of learning.
- 8. Describe the features of your e-Commerce system.

E. ADMINISTRATION

- 1. Describe the administrative features available for managing the user database.
- 2. Describe the process for uploading a recorded webinar and enabling that to be assigned to users. Does an uploaded course automatically connect to the learner's transcript for tracking?
- 3. How have you organized and streamlined the processes for administrators? For example, can an administrator assign a course, attach a document, or send an email to a user from the user's profile page as opposed to only being able to perform each of these functions from their respective feature page?

F. IMPLEMENTATION

- 1. Describe in detail what 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.
- 2. Describe succinctly how your firm would accomplish the work and satisfy CIS' objectives described in this RFP and the timeline for doing so. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress.
- 3. Describe your process for scaling up the system as employee participation increases.

4. Describe your process for integrating legacy data from CIS' member database and our current third-party vendor's training database.
 - a. Is your system able to upload transcript history for courses not available in the new content vendor's library?
 - b. Will this transfer include documents from the Learning Object Repository in our current LMS which houses our PowerPoint handouts, Oregon-OSHA documents, member policies, etc.?
5. Describe the training you will provide to CIS staff, member administrators and learners upon system launch. How much time is involved in this process? How do you address requests for additional assistance following launch? Are your technicians available for ongoing coaching?
6. Are you willing to provide training sessions to our extended enterprise admins at CIS' annual conference scheduled for February 27-March 1, 2019? If yes, indicate whether there will be an additional cost for doing so.

G. REPORTING

1. Please describe how CIS and/or member-employers would access usage, completion, and testing data associated with employee use of the system.
 - a. Describe types of standard report and the data included.
 - b. Provide examples of standard reports.
2. Can data reports be filtered by user, employer, region, course taken, etc.? Describe.
3. Can the reports be exported to Excel, CSV, PDF, or another electronic format? Describe.
4. Is access to reporting scalable? For example, can access be limited so one employer, department, or employee can't see data for another employer, department, or employee? Describe.
5. Are only pre-defined reports available or can administrators or end-users create their own one-time or recurring reports? Describe.
 - a. Are there webinars or video tutorials to assist end users in creating custom reports?
 - b. What is your process for updating or adding new reports to the pre-defined library of reports?

6. Are there additional fees for requesting new ad hoc reports or recurring reports?
7. Does your system have an API or any web services that allow CIS staff to query the system? Is there a separate fee involved for this feature?
8. If you answered "yes" to the previous question, please describe the current capabilities and what programming language is necessary to access them.
9. Can your system manage a blended learning environment (i.e., can track training taken both inside and outside the LMS)?
10. If you answered "yes" to the previous question, does your system have an API or web service that allows for attendance at outside training to be imported in?

H. TECHNICAL REQUIREMENTS

1. Is your system accessible to end users 24/7? If not, please explain.
2. Do you guarantee 100% uptime of your system (not including scheduled upgrades or maintenance)? If not, please explain.
3. Are system upgrades and maintenance performed during non-business hours Pacific Time? If not, please explain.
4. Do you maintain back-up and disaster recovery plans for the system? Please describe the plans.
5. Explain your security protocols for ensuring the protection and privacy of user data.
6. Do you maintain and routinely test security protocols? Please describe your test procedures.
7. Are all systems and processes performed and housed internally? If not, list any outsourced process and/or resources and the vendors that perform them.
8. Describe the minimum system requirements for end users and administrators. Include any specific requirements for hardware, software, Internet connectivity, browser types, plug-ins, etc.
9. Are you xAPI Conformant? Describe.

I. MOBILE ACCESS

1. Do you support access to your system via mobile devices (tablets & smartphones) or mobile browser? Describe.
2. Do you have a mobile app? If so, list the platforms you have developed for. (Android OS, iOS, etc.)?
3. Are all features available on the full site also available to end users accessing system via the mobile app? Describe any limitations.
4. Do training modules developed for the full site have to be modified to function in the mobile app?
5. Can CIS or member administrators perform administrative functions via mobile device? If so, describe which functions and any limitations.

J. CUSTOMER SERVICE

1. What are your hours of technical support? Are they at least from Monday through Friday, 7:00 a.m. to 7:00 p.m. Pacific Time?
2. Is support available to both CIS administrators and our members/end users for both functional and technical support via email or a toll-free telephone number? Please explain.
3. Describe your process for administrators to submit technical support questions, and how they will be informed of the timeline for that question to be answered or resolved.
 - a. Describe your process for communicating and responding to any end-user/customer questions or fixing any system-related issues.
 - b. Do you have a system or process for reporting end-user/customer questions and issues addressed to the contracting organization representative? If so, describe.

K. SAMPLE CONTRACT

Submit a copy of your proposed written agreement for the provision of professional services to CIS with your response. Required provisions for the agreement are described in [Section IV\(I\)](#) above and [Appendix A](#) below.

If CIS members will be required to enter into separate service agreements, provide a written explanation of why it is necessary and include a copy of the proposed written agreement for members.

L. COST SCHEDULE

Provide a detailed fee schedule of the costs for ALL services that are being proposed, including those below. Pricing should be based upon the following assumptions for the first year of the 3-year agreement:

- Access for a possible 350 member entities with an estimated 13,000 learners/employees.
- Integrating online course content from other third-party vendors.
- 150+ online courses created by CIS and integrated into your company's LMS.

Distinguish between set-up, implementation and ongoing service fees. For any service that has multiple cost factors such as, materials, labor, travel, etc. provide an itemized breakdown showing the fee for each cost factor and a grand total. If fees are charged by the hour, provide an estimate of the number of hours required.

The schedule should also include the method used to charge for any special requests, reports, or broadening of the scope of work beyond that described in this RFP. This would include the methodology for adding users or content, and for extension of rates in subsequent contract years.

Your cost schedule should be laid out similar to the table below.

Fee Description	Year 1	Year 2	Year 3
Licensing			
Annual Maintenance and Support			
Implementation Training			
Data Conversion			
Custom Report Building			
E-Commerce			
Grand Total			

Optional Services and One-Time Fees

List and describe any fees for one-time or optional services not included in the schedule above. Examples may include:

1. Customizing or co-branding the LMS with CIS' logo and color scheme;
2. Customizing member sites with their logo and color scheme;
3. Customer service options outside of CIS' business hours;
4. Course customization;
5. Features not included in the proposed system, such as gamification or competency/skill management.

Description	Amount

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 \$2,000,000 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 proof of insurance 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 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.

APPENDIX B – FEATURES & FUNCTIONALITY WORKBOOK

You must complete the “LMS RFP Features_Functionality.xlsx” workbook and include it with your proposal. The workbook is posted, along with this RFP document on CIS’ website at www.cisoregon.org/about/rfs.

Items in the workbook that your LMS cannot provide or that will not function as requested by the implementation date will not automatically disqualify you from consideration, but must be so noted in the “Vendor Comments” section of the workbook with a comprehensive, but brief explanation.

APPENDIX C – LMS HIERARCHY STRUCTURE

Below is a graphical representation of how CIS member-entities and their learners/employees will be set up in the LMS. CIS staff will have administrative access to everything in the LMS, including all members, their learners, records, resources, and content. The dark lines between members illustrate CIS' requirement that members be completely separate from each other. In other words, member employees, including entity administrators, should not be able to access any other member's learners, records, resources, or content.

Though not shown in the graphic, CIS staff will also administer the entire course catalog and control access to it. The catalog will be organized by categories and member access to categories will be based on factors such as lines of coverage they have with CIS. For example, a member that has Workers' Compensation coverage will have access to Workplace Safety courses in the catalog.

