



citycounty insurance services
www.cisoregon.org

Request for Proposals (RFP)

Benefits Enrollment System Application Development

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

| RFP Schedule | |
|--|---------------------------------------|
| Issuance of RFP: | May 30, 2018 |
| Submission of Questions about the RFP: | June 27, 2018, 5:00 p.m. (PDT) |
| Proposal Due: | July 11, 2018, 5:00 p.m. (PDT) |
| Anticipated Contract Award: | August 20, 2018 |

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**REQUEST FOR PROPOSALS
FOR
BENEFITS ENROLLMENT SYSTEM APPLICATION DEVELOPMENT**

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I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified vendors to build a web-based benefits enrollment system that will manage all aspects of the employee benefits program for members (employers) that have one or more line of CIS Benefits coverage.

The system will replace a third-party SaaS system that is currently being used by CIS. All work performed by the successful vendor will be the property of CIS.

B. BACKGROUND

CIS 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 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.

CIS Benefits provides medical, dental, vision, life, disability, and flexible spending account (FSA) administration to coverage to approximately 270 members and 12,000 employees, retirees and COBRA participants across Oregon.

II. SCOPE OF WORK

The successful vendor will work with CIS staff to build a benefits enrollment system that will accurately record employee and dependent demographic information and coverage elections, maintain supporting documentation, produce monthly invoices, export coverage information to all carriers/administrators, export financial information to third-parties, and import data from CIS systems and members. Additionally, the system will serve as a system of record that shows an accurate history of coverage and cost information for the member-employers and the participants. It should have a modern, responsive UI.

Due to the sensitivity of the data that is being stored, security must be a high priority when building the system. The system will need to be designed to ensure that it is HIPAA compliant.

The system should be designed with flexibility in mind. It should have a robust administration section for CIS staff to easily manage security permissions, the addition of new members, changes to plans and rates, to monitor system I/O, and administer other data and processes. A "wizard-driven" process should be used as much as possible to allow for a positive and error-free user experience for members and their employees.

Features and requirements for the system include, but are not limited to, those described below and in Appendix B.

1. Must use .NET Core, SQL Server, and appropriate client-side framework.
2. Must be able handle data in a HIPAA-compliant manner.
3. Resulting application must be maintainable by CIS application developers.
4. System must be flexible to adapt to changing business needs.
5. Must be cross-browser compliant and implement mobile-first responsive design.
6. Must be able to manage the employee benefits coverages of the employees of CIS Benefits members.
7. Must be able to accurately produce monthly invoices and make proper financial adjustments when changes to employee status or benefits are made.
8. Must be able to import and export data to/from other 3rd party systems in various ways (i.e. file upload, SFTP, API, Webhooks, etc.).
9. Must use OAuth 2.0 as its authentication protocol.

III. SCHEDULE AND SUBMITTAL

A. RFP AND EVALUATION SCHEDULE

| | |
|---|---------------------------------------|
| Issuance of RFP: | May 30, 2018 |
| Deadline to Submit Written Questions about the RFP: | June 27, 2018, 5:00 p.m. (PDT) |
| Proposal Due Date: | July 11, 2018, 5:00 p.m. (PDT) |
| Evaluation of Proposals, Finalists Selected: | July 12-18, 2018 |
| Finalist Interviews (if necessary): | July 23-27, 2018 |
| Anticipated Contract Award: | August 20, 2018 |
| Commencement of Contract: | August 27, 2018 |

B. CIS CONTACT PERSON

Josh Jones
Benefits Operations Manager
1212 Court St. NE
Salem, OR 97301
Email: jjones@cisoregon.org
Phone: 503-763-3899

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 27, 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 July 11, 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. Method of Submittal

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

3. Interviews

If interviews of finalists are needed, they will be in-person and will occur on or about **July 23-27, 2018**.

4. 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;
- Experience, particularly with similar projects;
- Interviews (if conducted);
- References;
- Staffing & Project Organization;
- Work Plan/Technical Approach;
- 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 checking the 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 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 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 August 20, 2018**. No agreement with CIS shall be in effect until a contract has been approved by the CIS Board of Trustees, 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 F and Appendix B** 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, 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), 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 or recent 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. Describe a recent project that required you to work with employee benefits data or personally identifiable information (PII) or protected health information (PHI).
4. Describe a recent project that required you to work with recording financial transactions and producing invoices.

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 Engagement 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. If more than two people will be assigned to CIS' project, include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.

D. WORK PLAN / TECHNICAL APPROACH

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. Divide the work into sprints to determine when work will be done and an expected completion date.

E. COST SCHEDULE

The Proposer's cost schedule must be submitted with the proposal. CIS is seeking a proposal for pricing on a time and materials basis, with low and high estimates for the project, as well as a not-to-exceed amount.

The not-to-exceed amount will be the maximum amount that will be charged to CIS. If the not-to-exceed amount is reached, Proposer agrees to complete the project (scope of work requirements) without additional charge to CIS.

All costs are to be contained in this schedule. For each service element, include a cost and an estimate of the number of hours required. 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 subtotal. State a "Grand Total" for all service elements.

This section should include the method used to charge for any special requests or broadening of the scope of the work beyond that described in this RFP. The Proposer may include a cost schedule for providing technical support to CIS staff after the application has been completed.

Include payment terms required for services rendered and a preferred schedule of billing dates.

F. SAMPLE CONTRACT

If you have a standard agreement for services, submit a copy with your response. Required provisions for the agreement are described in Section IV(I) above and Appendix A below.

APPENDIX A – CIS CONTRACT CONSIDERATIONS

The contract between CIS and the successful Proposer 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 the RFP should be aware of in considering and preparing responses.

A. MANDATORY PROVISIONS:

1. CIS Retains Ownership of All Work Product: There shall be a provision specifying that CIS will retain ownership of all work performed pursuant to the contract, including all work performed by subcontractors, if any. Contractor will ensure that all subcontractors agree in writing to this provision before any such subcontractor begins work. "All work performed" must be broadly defined to include all lines of code, design elements, copyrights, patents, trademarks, trade dress or other intellectual property rights in the enrollment system developed pursuant to the Contract. Contractor shall will waive any claim of ownership in the completed system and indemnify, defend and hold CIS (and its Members, officers, employees) harmless from any and all claims made by subcontractors to any ownership interest in the system, whether or not completed.
2. Fee Schedule -- Not-To-Exceed Price: There shall be provisions in the Fee Schedule of the contract confirming:
 - a. The schedule contains all costs;
 - b. Low and high estimates for the project;
 - c. A separate not-to-exceed amount;
 - d. That the not-to-exceed amount will be the maximum amount that will be charged to CIS.
 - e. If the not-to-exceed amount is reached, Proposer agrees to complete the project without additional charge to CIS.
3. Progress Benchmarks and Performance Guarantees: There shall be a provision, mutually agreed upon, wherein Contractor and CIS agree to a timeline for the project, progress benchmarks, and monetary penalties for not meeting or exceeding the progress benchmarks.
4. 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.

5. 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.

6. 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.

7. 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 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.
 - e. Contractor may not terminate, prior to project completion, due to costs exceeding its not-to-exceed bid amount.
- 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 – DETAILED SYSTEM REQUIREMENTS

Detailed system requirements for the benefits enrollment system are included in Appendix B which is posted, along with this RFP document, on CIS' website at www.cisoregon.org/about/rfs.