



**LAKE METROPARKS
11211 SPEAR ROAD
CONCORD TWP., OHIO 44077**

2025 REQUEST FOR PROPOSAL DOCUMENT

**REQUEST FOR PROPOSAL
FOR
MEDICAL AND EMPLOYEE BENEFIT INSURANCE CONTRACTOR
SERVICES**

RFP #2025-037

PUBLISHED DATE: May 12, 2025

DUE DATE: June 16, 2025

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LEGAL NOTICE

INVITATION FOR RFP

Sealed proposals will be received by the office of Lake Metroparks, 11211 Spear Road, Concord Twp., Ohio 44077, no later than 3:00:00 P.M. local time, on Monday, **June 16, 2025**, and thereafter will be recorded for the following:

Medical and Employee Benefit Insurance Contractor

PROPOSAL PKG. #2025-037

All bidding documents, specifications, plans, etc., can be viewed or printed free of charge. To access bid documents, or access legal notice go to www.lakemetroparks.com, go to “*About Us*”, click on “*Bids/Purchasing*”. If you have any problems accessing the information, please contact the Procurement Department at 440-639-7275 ext.1343. Copies of said proposal documents may also be obtained by bidders, **at Lake Metroparks Administrative Headquarters**, 11211 Spear Road, Concord Twp., Ohio 44077, free of charge.

Service contracts shall be accompanied by a Bid Guaranty/Performance Bond executed by a surety company authorized to do business in the State of Ohio, or a certified check, cashier’s check or money order drawn on a solvent bank or savings and loan association in the amount of 5% of the total amount of the initial two-year award contract rate made payable to Lake Metroparks. A form of this bond is included in the Proposal Package. The bond or check guarantee that if the bid is accepted, a contract will be entered into and its performance properly secured. This bond or certified check is held through the life of the contract.

In the performance of all contracts, Contractors will comply with all applicable federal and state laws and regulations pertaining to Equal Employment Opportunities.

Lake Metroparks is a governmental agency exempt from all local, state, and federal taxes.

Proposals must be in sealed envelopes and clearly marked with the appropriate proposal number.

No proposal may be withdrawn for at least sixty-(60) days after the scheduled closing time for receipt of proposals.

Lake Metroparks reserves the right to reject any and all proposals and parts of any and all proposals and waive any informalities.

BY THE ORDER OF THE BOARD OF PARK COMMISSIONERS OF LAKE METROPAR KS

Paul Palagy
Executive Director

Published Date: May 12, 2025

PROPOSED SCHEDULE FOR COMPLETION OF RFP PROCESS

- Legal Notice Published May 12, 2025
- Final Day to Submit Questions June 6, 2025 No Later Than 3 p.m.
- Final Addenda Issued June 10, 2025
- Proposal Due Date (Note: No public opening) June 16, 2025 No Later Than 3 p.m.
- Award of Proposal by Board of Park Commissioners July 18, 2025
- Notice of Award Sent to responders July 19, 2025
- Contract Start Date To be negotiated with awarded vendor.

1. Inquiries requesting clarification regarding the Request for Proposal or its contents must be made in writing to the Procurement Manager, Jean Sullivan, via e-mail at jsullivan@lakemetroparks.com and must be received prior to June 6, 2025 by 3:00 p.m. Any questions regarding this RFP will be managed as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be managed in an e-mail reply. If any questions result in changes or additions to the RFP, the changes or additions will be forwarded as quickly as possible, by addendum.
2. Respondents shall designate a single contact person, with appropriate contact information, to address any questions concerning a proposal. Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute a contract on the Respondent's behalf. A document shall be provided showing those individuals within a firm with the legal authority to sign contractual commitments. Respondent shall also provide a detailed resume or summary of each team member's relative experience working on similar type of projects.

TERMS AND CONDITIONS

ACCEPTANCE PERIOD. Unless otherwise specified herein, proposals are firm for a period of sixty-(60) days.

ACCESSIBILITY. The Contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the installation of work under this contract. He shall exercise due care and caution to determine that all parts of his work are made quickly and easily accessible.

ACTIVITY REPORTS. The Contractor shall provide monthly activity reports addressing project status, significant accomplishments during the reporting period, problems affecting cost and schedule, and recommendations for resolutions.

ACKNOWLEDGMENT OF ADDENDUMS. If it becomes necessary to revise any part of this proposal, notice of the revision will be given in the form of an amendment to proposers who are on record with the Procurement Manager as having received this proposal. All amendments shall become a part of this proposal. Each proposer must acknowledge receipt of amendments, and the failure of a proposer to acknowledge any amendment shall not relieve the proposer of the responsibility for complying with the terms thereof. **Failure to so acknowledge may result in the proposal being rejected as not responsive.**

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Contractor may not assign, transfer, or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of Lake Metroparks.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF LAKE METROPARKS. Subject to the power and authority of Lake Metroparks as provided by law in this contract, Lake Metroparks shall in all cases determine the quantity, quality, and acceptability of the work for which payment is to be made under this contract. Lake Metroparks shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the Contractor hereunder.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Offeror to a contract for the execution of the work. Upon request of Lake Metroparks, any agent submitting a proposal on behalf of an Offeror shall provide a current power of attorney certifying the agent's authority to bind the Offeror. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of Lake Metroparks, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. Award will be made to the Offeror offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. Lake Metroparks will establish

an evaluation committee. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. Lake Metroparks reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Lake Metroparks shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of Lake Metroparks after all factors have been evaluated.

AWARD EVALUATION CRITERIA. Evaluation Criteria that will be used to evaluate all proposals that are received are listed below. The criteria set forth below will be used in the receipt of proposals and selection of the successful firm. The evaluation committee will read, review, and evaluate each proposal and selection will be made on the basis of the criteria listed below. The firms submitting proposals shall include with that proposal statements on the following:

Item	Criteria	Point Value
1	Professional qualifications of the Contractor and key personnel	20
2	Experience on projects of comparable size and scope	20
3	Capability of the Contractor to deliver timely and high-quality	20
4	References on previous projects	20
5	Annual contract rate	10
6	Overall completeness and quality of proposal	10
TOTAL		100

Lake Metroparks will develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. At this point, Lake Metroparks may conduct interviews with only the top ranked firms. The Lake Metroparks will make a recommendation for the contract award and suggest areas of negotiation based on the final ranking.

The evaluation committee may also contact and evaluate the Offeror's and subcontractor's references; contact any Offeror to clarify any response; contact any current users of an Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal but shall make an award in the best interests of Lake Metroparks.

Discussions may at Lake Metroparks sole option, be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, Lake Metroparks will not disclose information derived from proposals submitted by competing Offerors.

Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If contract negotiations cannot be concluded successfully, Lake Metroparks may negotiate a contract with the next highest scoring Offeror or withdraw the RFP.

Award can be made without discussion with respondents; therefore, respondents are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.

INTERVIEWS. Interviews may be required of selected finalists at the interviewee's expense. The selected finalists will be notified of the date and time of the interview.

CANCELLATION OF SOLICITATION. Lake Metroparks may cancel this solicitation at any time.

CANCELLATION OF THE CONTRACT. *Without* cause, Lake Metroparks may cancel this contract at any time with thirty (60) days written notice to the supplier/Contractor. *With cause*, Lake Metroparks may cancel this contract at any time with ten (10) day's written notice to the Offeror. Cancellation for cause shall be at the discretion of Lake Metroparks and shall be, but is not limited to, failure to supply the materials, equipment, or service specified within the time allowed or within the terms, conditions or provisions of this contract. The Contractor may not cancel this contract without prior written consent of Lake Metroparks Chief of Human Resources and Lake Metroparks CFO.

CLARIFICATION, CORRECTIONS, OR CHANGES TO SPECIFICATIONS. All clarifications, corrections, or changes, to the solicitation documents will be made by **Addendum only**. Contractors shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-proposal conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. Addendum will be sent to all known solicitation holders by email, facsimile or US mail. It is the vendor's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

COMPLIANCE WITH LAWS. All Proposals shall comply with current federal, state, local, and other laws relative thereto.

CONTRACT INCORPORATION. This contract embodies the entire contract between Lake Metroparks and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Offeror's successful submittals, supplemental agreements, change orders, any required bond(s), and any and all written agreements which alter, amend or extend the contract.

COOPERATION BETWEEN CONTRACTORS. Lake Metroparks reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed. Each Contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless Lake Metroparks from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

DISQUALIFICATION OF OFFEROR. If there is reason to believe that collusion exists among the Offerors, Lake Metroparks may refuse to consider proposals from participants in such collusion. No

person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Offerors. Reasonable ground for believing that any Offeror is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which an Offeror is interested. If there is reason to believe that collusion exists among the Offerors, Lake Metroparks may refuse to consider Proposals from participants in such collusion. Offerors shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are listed on the last page of this RFP document entitled "Checklist of Proposal Forms" and attached hereto.

EXECUTION OF CONTRACT. The Contractor/Contractor shall execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidence of insurance, within ten (10) days after approval by Lake Metroparks Board of Park Commissioners. This approval will be conveyed in writing by the Procurement Manager to the Contractor. One copy of the contract will be returned to the Contractor after Lake Metroparks executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, Lake Metroparks may, at its option, consider that the Offeror has abandoned the contract, in which case the Proposal Security Bond shall be forfeited by the Offeror and become the property of Lake Metroparks. After the contract has been executed, including the insurance documents, certificates, and bonds, a Purchase Order will be issued. Offeror agrees to commence work within ten- (10) working days after the date of the Purchase Order.

EXPERIENCE AND COMPETENCY. The Contractor shall be skilled and regularly engaged in the general class or type of work called for under the contract. Each Offeror shall set forth his experience on the form entitled Offeror's Experience and submit it with his proposal. It is the intention of Lake Metroparks to award a contract to an Offeror who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable him to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Offeror, Lake Metroparks will weigh any evidence that the Offeror has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Offeror, consideration will be given not only to the financial standing but also to the general competency of the Offeror for the performance of the work specified in the contract documents.

FIRM PRICE PERIOD. Offerors' offer shall remain open and firm for a period of not less than sixty- (60) calendar days from the Submittal Deadline.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify Lake Metroparks, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather.

FORMATION OF CONTRACT. Offeror's signed offer (Proposal) and Lake Metroparks written Purchase Order shall constitute a binding contract.

INDEPENDENT CONTRACTOR. Contractor pledges that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further pledges that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of Lake Metroparks. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of Lake Metroparks.

INFORMED PROPOSALS. Before submitting proposals, Contractors must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at Contractors own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar *days* of award of contract, Contractor must furnish Lake Metroparks with the Certificates of Insurance proving coverage and naming Lake Metroparks, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed will result in forfeiture of the Proposal Security.

Within ten (10) consecutive calendar *days* of award of contract, Successful Bidder must furnish Lake Metroparks with the Certificates of Insurance proving coverage as specified Workers Compensation Certificate and Certificate of Insurance naming Lake Metroparks, its officers, and agents, Additional Insured by endorsement.

The firm must include evidence that they maintain the following minimum insurance:

- Workers' compensation and employer's liability in amounts required by law;
- Commercial general liability with limits not less than \$2,000,000.00;
- Automobile liability insurance with limits not less than \$2,000,000.00;
- and
- Professional liability with limits not less than \$1,000,000.00.

INTERPRETATION OF CONTRACT DOCUMENTS. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he may submit to Lake Metroparks a written request for an interpretation or correction. Requests for interpretation of proposal documents shall be made in writing and delivered to Lake Metroparks by mail at 11211 Spear Rd., Concord Twp., Ohio 44077, by facsimile to 440-639-9126, or by email to jsullivan@lakemetroparks.com. The requesting party is responsible for prompt delivery of any requests. When Lake Metroparks considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties recorded by Lake Metroparks as having received contract documents.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of Ohio. The parties stipulate that this contract was entered into in the county of Lake, in state of Ohio. The parties further stipulate that the county of Lake, Ohio, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

LATE PROPOSALS. Proposals not received by the Proposal Submittal Deadline are late. Late proposals will be returned to vendor unopened.

NON-COLLUSION AFFIDAVIT. Offerors are required to submit a Non-Collusion Affidavit with their Proposals. See attached Affidavit.

OFFEROR IS SOLE POINT OF CONTACT. The Contractor will be the sole point of contact. Lake Metroparks will look solely to the Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Offeror shall not be relieved for the non-performance of any or all subcontractors.

OFFEROR'S BACKGROUND. Offeror must provide a company profile. Information provided shall include:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices.
- c. Location of the office servicing any Ohio account(s).
- d. Number of employees both locally and nationally.
- e. Location(s) from which employees will be assigned.
- f. Name, address, and telephone number of the Offeror's point of contact for a contract resulting from this RFP.
- g. Company background/history and why Offeror is qualified to provide the services described in this RFP.
- h. Length of time Offeror has been providing services described in this RFP. Please provide a brief description.
- i. Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- j. Experience with other government agencies.

Offeror must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Offeror or in which the Offeror has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. Lake Metroparks reserves the right to reject any proposal based upon the Offeror's prior history with Lake Metroparks or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

OFFEROR'S REFERENCES. Offerors should provide a minimum of three (3) references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment;
- e. Staff assigned to reference engagement that will be designated for work per this RFP;
- f. Client project manager name and telephone number.

OFFERS OF MORE THAN ONE PRICE. Offerors are NOT allowed to submit more than one proposal.

PROPRIETARY INFORMATION. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Offeror may clearly label part of a proposal as "CONFIDENTIAL" if the Offeror thereby agrees to indemnify and defend Lake Metroparks for honoring such a designation. The failure to so label any information that is released by Lake Metroparks shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by Lake Metroparks, Lake Metroparks will notify the Offeror of the request and delay access to the material until seven working days after notification to the Offeror. Within that time delay, it will be the duty of the Offeror to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

PROPOSAL CONTENT. Offeror must describe in detail how they will meet the requirements of this RFP and may provide additional related information with his proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Specification or Scope of Work and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed.

Lake Metroparks is not liable for any costs incurred by Offerors before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Offeror in responding to the RFP, are entirely the responsibility of the Offeror, and shall not be reimbursed in any manner by Lake Metroparks.

PROPOSAL FORMS. Proposal is to be submitted on forms provided and on proposer forms where necessary.

PROPOSAL OPENING AND PROPOSAL RESULTS. Proposals will not be opened publicly. *No other information will be released until after the award.* Proposals will be made available for public request and may be inspected after award is made.

PROPOSAL SUBMITTAL DEADLINE. Proposals must be submitted in a **sealed envelope** and should be properly identified with the proposal name, number, and deadline. Proposals must arrive at Lake Metroparks, 11211 Spear Rd. Concord Twp., Ohio 44077 no later than 3:00 p.m. local time on the proposal due date. Telephone, telegraphic, facsimile, electronic, and late proposals will not be accepted or considered. It is the vendor's responsibility to see that their proposals have sufficient time to be received before the Proposal Submittal Deadline.

PROPOSAL WITHDRAWAL. Vendor's authorized representatives may withdraw proposals only by written request received by the Procurement Department before the Proposal Submittal Deadline. After that time, Proposers may not withdraw their proposals for a period of sixty- (60) days from the Proposal Submittal Deadline. At no time may the successful vendor withdraw his proposal.

PROPOSAL MODIFICATIONS. Any Offeror who wishes to make modifications to a proposal already received by Lake Metroparks must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal). All modifications must be made in ink, properly initialed by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

PROPOSAL, REJECTION OF. Lake Metroparks reserves the right to reject any or all Proposals or any part of a Proposal. Lake Metroparks reserves the right to reject the Proposal of any Offeror who previously failed to perform adequately for Lake Metroparks or any other governmental agency. Lake Metroparks expressly reserves the right to reject the Proposal of any Offeror who is in default on the payment of taxes, licenses or other monies due Lake Metroparks.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES. Lake Metroparks reserves the right to reject any or all proposals, or any part of a proposal. Lake Metroparks reserves the right to reject the proposal of any Offeror who previously failed to perform adequately for Lake Metroparks or any other governmental agency. Lake Metroparks expressly reserves the right to reject the proposal of any Offeror who is in default on the payment of taxes, licenses, or other monies due Lake Metroparks.

REJECTION OF WORK. Contractor agrees that Lake Metroparks has the right to make all final determinations as to whether the work has been satisfactorily completed.

RIGHTS RESERVED.

(1) Rejection of Work. Contractor agrees that Lake Metroparks has the right to make all final determinations as to whether the work has been satisfactorily completed.

(2) Completion of Work. If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, Lake Metroparks reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor, including but not limited to, by recourse to provisions of the performance bond if such bond is required under the conditions of this proposal.

TAXES. Contractor shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless Lake Metroparks from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

SUBCONTRACTOR AGREEMENT TO TERMS OF THIS SOLICITATION. A proposal submitted in response to this RFP must identify all subcontractors and outline the contractual relationship between the awarded Offeror and each subcontractor.

It is the Offeror's responsibility to ensure that an official of each proposed subcontractor signs a statement to the effect that the subcontractor has read and will agree to the terms of any contract resulting from this solicitation. Subcontractors' agreement shall be included as part of the proposal submitted in response to this RFP.

TERM

This Agreement shall commence upon a date mutually agreed by Contractor and the Lake Metroparks and shall be in effect for two (2) years with an option to renew the agreement for three one-year terms. Renewals shall be active and completed in writing between Lake Metroparks and Contractor.

PURPOSE OF REQUEST

The purpose of this Request for Proposal (RFP) Announcement is to solicit proposals from qualified licensed Contractors to provide consulting and insurance contractor age services for the Lake Metroparks's current and future employee benefits, including ASO medical (includes prescription coverage), Stop Loss, Dental, Vision, Life, accidental death and dismemberment, Voluntary Life, Voluntary Short-Term Disability, COBRA and an Employee Assistance Program (EAP). The Lake Metroparks seeks a Contractor that is well versed in the benefits market, experienced in advising comparable public agencies and works well with various levels of staff and management. Submitted proposals must meet all requirements outlined in this Request for Proposal (RFP). At present, the Lake Metroparks is self-insured and utilizes stop loss coverage for health claims, and offers Medical, Prescription Drug, Dental, Vision, Life, Disability insurance, Voluntary Short-Term Disability, COBRA and an Employee Assistance Program.

Full-time employees and part-time employees who qualify under the Affordable Care Act and their qualified dependents are eligible to receive each of the aforementioned benefits. All plans have an annual renewal date of March 1.

- a) Medical Insurance—The Lake Metroparks offers medical insurance, including prescription coverage, through Medical Mutual.
- b) Prescription Insurance—The Lake Metroparks's PBM is ExpressScripts.
- c) Dental Insurance—The Lake Metroparks provides dental insurance through Superior Dental.
- d) Vision Insurance—The Lake Metroparks provides vision insurance through Metlife Insurance.
- e) Life Insurance—The Lake Metroparks provides life and accidental death and dismemberment insurance and short-term disability insurance through Metlife Insurance. Voluntary Life and Short-term Disability insurance is provided on a voluntary basis and is funded by the employees.
- f) Stop Loss Insurance-contract with Medical Mutual.
- g) COBRA coverage is offered to employees who separate from the Lake Metroparks.
- h) Employee Assistance Program (EAP) – The Lake Metroparks provides an EAP through ESI Total Care EAP

LAKE METROPARKS INFORMATION

The Lake Metroparks currently employees 141 full-time employees. In addition, there is one part-time employee who qualifies for health insurance under the Affordable Care Act. There are currently 294 total plan participants. Open enrollment occurs in February. All plan changes, benefits recommendations, and rate premiums proposed are approved by the Lake Metroparks's Board of Trustees in December.

SCOPE OF SERVICES

The Lake Metroparks is seeking to name a Contractor of Record for the Lake Metroparks's employee insurance benefits and is looking for continuity of services in the ever-evolving area of employee benefits. The Lake Metroparks is particularly interested in a Contractor who can offer creative, innovative approaches, with a proven track record of providing stable benefits and excellent customer service, which allows the Lake Metroparks to maintain quality programs and contain or reduce costs. The selected Contractor will perform a full range of benefit program services related to the requisition, acquisition, implementation, maintenance, communication and improvement of the Lake Metroparks's employee insurance benefits. The selected Contractor shall provide services, including, but not limited to, the following:

A. Analysis and Reporting

1. Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans. At the commencement of this Agreement, the Contractor will be required to review all Lake Metroparks benefit offerings, applicable employee benefit policies, and related program history.
2. Assist in the development of long-range goals and strategies, including making projections of potential savings.
3. Provide analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan-specific data.
4. Assist the Lake Metroparks in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
5. Provide, maintain and update comparison reports of other public and private companies' benefit plan offerings and costs to determine their competitiveness with the Lake Metroparks's programs.
6. Provide financial and/or performance reviews of self-funded and fully insured plans and programs.
7. Be available to provide various reports as needed, such as cost analysis for benefit changes, and other statistical, financial, forecasting, trend, labor negotiations or experience reports.
8. Prepare and present reports on trends, new products and audits, as requested.
9. Regularly monitor and evaluate performance measures and guarantees for providers and vendors.
10. Maintain full and accurate records concerning all matters and services provided on behalf of the Lake Metroparks's benefit plans and programs.
11. Provide Lake Metroparks staff or officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of the Lake Metroparks's benefit plans and programs.
12. For medical and pharmacy benefits, the Contractor shall prepare a monthly report outlining the Lake Metroparks's enrollment, medical claims, pharmacy claims, and high-cost claims experience as compared to Lake Metroparks's annual budget and budget rates and will identify and discuss trends impacting its program and perform detailed analysis of actual claims costs versus budgeted costs of health plans.

B. Liaison and Problem Intervention

1. Function as liaison between the Lake Metroparks and insurance providers for claim issues, negotiation of contracts. The Contractor shall function as an independent, unbiased consultant not affiliated with any institution or organization that may compete for employee benefit services for the Lake Metroparks.
2. Provide day-to-day consultation as needed on plan interpretation and problem resolution.
3. Provide high-quality customer service to employees or their dependents and assistance to staff with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
4. Attend meetings as needed with Lake Metroparks staff and/or employees to facilitate and assist in the management of the Lake Metroparks's employee benefit plans.
5. Function as an advocate in appeals between the Lake Metroparks and the providers on unresolved issues if needed; provide advice to enforce the Lake Metroparks's, employees,' or their dependents' rights.
6. Assist the Lake Metroparks in proactively mitigating negative impacts or disruption of services to employees from benefit and/or provider network changes.

C. Compliance

1. Assist with ongoing plan administration and ensure that programs comply with State and Federal legislation including calculating the annual PCORI required for filing. The Contractor shall maintain compliance with all HIPAA regulations and maintain valid BAAs with all benefits providers.
2. Provide training to Lake Metroparks staff, as needed, regarding regulatory updates and/or best practices for the effective administration of the benefits plan.
3. Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefits programs. Delivers annual compliance notifications promptly.
4. Assist Lake Metroparks staff with an annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
5. Develop and/or assist in developing communication materials and tools for conducting dependent verification audits.

D. Annual Renewal Process and Evaluation

1. Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, union negotiations, prospective legislation, and new delivery systems to make long-term projections.
2. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee benefit plans. The cadence of RFPs issued to obtain competitive quotes from the marketplace is based on the timeline below.
3. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals. The Contractor will be the primary point of contact during the proposal collection process:
 - a) Medical & Pharmacy Benefits - every three years (as needed)
 - b) Dental - every three years (as needed)
 - c) Vision - every 3 - 4 years (as needed)
 - d) Stop Loss – annually based on renewal and the Lake Metroparks’s direction.
 - e) COBRA - every 3 - 4 years (as needed)
 - f) EAP - every 3 - 4 years (as needed)
 - g) Ancillary Benefits – every 3-4 years (includes Life/ADD, Voluntary: STD and Life/ADD)
4. When the Lake Metroparks receives bids or proposals for coverage options, the Contractor shall prepare an analysis comparing proposals to current costs, plan designs, administrative expenses, capabilities, network discounts, and network accessibility as applicable. The Contractor will also provide the Lake Metroparks with documents that outline any compensation included in the carriers’ proposals and each carrier's financial rating.
5. Recommend appropriate premium rates and reserves to maintain the viability of the plans to ensure that quality and cost-effective benefits are provided by the plans. Recommend deductible levels, co-pay rates, coinsurance rates, employer and employee contributions, and related matters to reduce costs. In addition, the provide a cost model various benefit options and scenarios for Lake Metroparks consideration and offer suggestions in line with common practices and similar organizations.
6. Provide ongoing evaluation and estimates of annual renewal rates and cost trends to assist Lake Metroparks staff in preparation of budget figures.
7. Conduct thorough and applicable market research in preparation for contract renewals.
8. Representation at Lake Metroparks meetings on topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards.
9. Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.

10. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.
11. Review rate proposals to ensure underlying assumptions are appropriate and accurate to the Lake Metroparks.
12. Provide communication development and support for the annual open enrollment period, new benefit offerings and/or changes to the existing benefits offerings.
13. Provide open enrollment platform or assist the Lake Metroparks in creating efficiencies for enrollment, attendance at, and assistance with, coordination of open enrollment meetings.

E. Other Service Requirements

1. Facilitate the utilization of our yearly wellness reimbursement from our existing healthcare provider.
2. Recommend and help develop enhancements and improvements for communications specific to the needs of the Lake Metroparks's employees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, employee handbooks and employee orientation.
3. Provide timely research and responses to technical questions posed by Lake Metroparks staff.
4. Provide regular and timely communications needed for the effective administration of benefit plans.
5. Provide guidance and recommendations on items such as, but not limited to, trends in benefits plans, methods for improving cost containment, financial arrangements and administration.
6. Assist with content of presentations for labor and management meetings and/or Lake Metroparks Board meetings.
7. Develop additional benefits communications specific to the needs of the Lake Metroparks's employees.
8. Attendance at, and assistance with, meetings with the Lake Metroparks Board, Lake Metroparks staff and labor groups (if needed)
9. Recommend that Lake Metroparks staff attend Contractor -sponsored seminars, benefit events and educational forums that would be beneficial to the Lake Metroparks.
10. Develop and/or assist in developing and evaluating employee needs and satisfaction surveys. Provide access to published benefit-related survey information.
11. Work collaboratively with Lake Metroparks staff.

12. Manage plan transitions.

13. Review and evaluate current administrative processes related to enrollment and billing; recommend and assist with implementation of administrative process enhancements.

PROPOSER'S MINIMUM QUALIFICATIONS

- a) Overall capabilities, qualifications, training and areas of expertise for all key personnel.
- b) The proposer shall have at least three (3) consecutive years of experience in Ohio providing Contractor age and benefits consulting services to public or private entities. The firm shall have provided such services to other public entities whose employee populations are similar in size and complexity to the Lake Metroparks's.
- c) The proposer must be legally authorized to do business in the State of Ohio and shall meet all licensing and other requirements imposed by State and Federal laws and regulations.
- d) The proposer shall have experienced management staff, possessing comprehensive knowledge of benefit administration pertaining to public employers in Ohio.
- e) The proposer shall have experience working with labor unions and advisory committees.
- f) The proposer shall be current with industry trends, best practices, possess knowledge of applicable laws, regulations and codes and shall be familiar with local conditions and trends relating to group insurance in Ohio.
- g) Description of preferred working relationship between the key personnel and Lake Metroparks staff.
- h) A proposed fee structure and any incidental or additional fees that are not included in the proposed fee structure. E.g., mileage, reproduction of documents, travel expenses, conference registrations or professional association memberships, etc.
- i) List of all Ohio public entities represented, and a description of the services provided to each.
- j) Responders should keep requested services separate in their response.
- k) The firm must include evidence that they maintain the insurance requirements noted on page 8 of this RFP document.

PROPOSAL FORMAT AND CONTENT

1. **Profile of Firm:** This section shall include the firm name, date established and the address of the office that would be assigned the Lake Metroparks account. Include a brief description of the firm's history, size, growth, philosophy and culture, number of employees and number of years in business under the same name, including specific experience with the public sector. Include a discussion on the firm's financial stability, capacity and resources.
2. **Services:** Describe the following:
 - a) A complete description of services to be provided. Include both services outlined in this written request, as well as additional recommended services, including any and all unique Contractor age or consulting services the firm will offer the Lake Metroparks, please specify if these services are to be provided by the firm's staff or through an affiliate of the firm.
 - b) A description of the group medical, prescription drug, stop-loss, dental, vision, life, accidental death and dismemberment, short-term disability, and EAP premium volume managed by the firm and by the specific office to which the Lake Metroparks's account would be assigned.
 - c) A list of the principal insurance markets utilized by the firm in the order of premium volume placed with each market. This listing should be categorized by line of coverage: medical, dental, vision, life, accidental death and dismemberment, short-term disability, stop loss, and EAP.
 - d) A description of technical or professional support available at no extra cost through the firm, such as legal counsel, customer service, communications, technology support or others.
 - e) A sample work plan for insurance renewal and negotiations.
3. **Cost/Pricing Information:** This section shall include the proposer's price for performing the services discussed in the scope of work. Include a comprehensive specific description indicating how the firm would price the Lake Metroparks's account and the estimated annual cost of the services. Indicate whether pricing is based on an annual fee, fee for service, commission or a combination of two or more. Include any and all commissions and fees that the firm would expect to receive from the existing programs for services requested herein, as well as additional services that are being recommended. Identify any split commission or joint marketing arrangements with other agents, Contractor s, firms or associations. With this description, please include an explanation as to how the firm would provide the Lake Metroparks with the best price at the time of negotiations. The Lake Metroparks reserves the right to review and/or audit any records of the selected Contractor related to commissions, fees, etc. related to the Lake Metroparks's account. Proposals in which the costs do not reflect a reasonable relationship to the work to be conducted may be viewed as failing to comprehend the requirements of the scope of work and, therefore, cause the proposal to be rejected as being nonresponsive. Additionally, prior to award of a contract, the successful proposer shall be required to submit two (2) years of the firm's most recently completed financial statements, including footnotes and auditor's opinion, or other financial instrument that would establish the firm's ability to complete the obligations of the contract resulting from this solicitation.

COMPENSATION FOR SERVICES

1. Please present detailed information regarding the firm's proposed fee schedule for services and for any variation for non-routine services, and any other applicable charges. Please provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable, and how costs are adjusted according to that classification.
1. The Lake Metroparks reserves the right to negotiate an agreement to include any portion or portions of the services covered by the RFP. The Lake Metroparks reserves the right to reject any and all responses in total or by components.
2. The Contractor shall invoice the Lake Metroparks on a monthly or quarterly basis. The Lake Metroparks is a tax-exempt entity.

***** Final contract negotiations will determine contract start timeline and compensation for the transition period*****

Attachment "A"
(Submit with proposal)

RFP 2025-037

Offer Sheet

OFFER/Proposer certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Proposer also certifies that the prices offered were independently developed without consultation with any of the other proposers or potential proposers.

Authorized Signature Company's Legal Name

Printed Name Address

Title City, State & Zip Code

Telephone Number FAX Number

Authorized Signature E-mail Address Company E-mail Address

Accounts Receivable Contact Name: _____

Acknowledgement of Addendums

Addendum No. _____ **Dated:** _____
Addendum No. _____ **Dated:** _____
Addendum No. _____ **Dated:** _____

For questions regarding this offer: (If different from above)

Contact Name **Phone Number** **Fax Number**

Email Address

FEDERAL TAXPAYER ID NUMBER: _____

Ohio Sales Tax No. _____

Proposer certifies it is a: Proprietorship _____ Partnership _____ Corporation _____

Attachment "B"
References
(Submit with proposal)

REFERENCES

<u>Name of Organization/Address</u>	<u>Contact Person</u>	<u>Contact Number</u>
-------------------------------------	-----------------------	-----------------------

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

PERSONAL PROPERTY TAXES

The successful responder shall provide a properly executed statement, which fulfills the requirements of Section 5719.042 of the Ohio Revised Code, reproduced in the following *Section 5719.042*. *After the award by a taxing district of any contract let by competitive proposal and prior to the time the contract is entered into, the person making a proposal shall submit to the District's fiscal officer a statement affirmed under oath that the person with whom the contract with any delinquent personal property taxes on the General Tax List of Personal Property of any county in which the taxing district has territory of that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon.* If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the Lake Metroparks Treasurer within thirty (30) days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as part thereof.

Attachment "C"
(Submit with proposal)

**LAKE METROPARKS
PROPOSER'S AFFIDAVIT
PERSONAL PROPERTY TAX DELINQUENCY**

RE: Lake Metroparks
Proposal No. 2025-037
Personal Property Tax Certification
Required by Ohio Revised Code
Section 5719.042

Lake Metroparks
11211 Spear Road
Concord Twp., Ohio 44077

Dear Sir:

Company Name

President

(A) The above hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax on the general tax list of personal property for any county in the State of Ohio at the time the proposal was submitted for the above referenced contract.

OR

Company Name

President

(B) The above hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for any county in the State of Ohio at the time of time of proposal opening for the above referenced contract. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon, is \$_____. It is understood that the Treasurer is required to transmit this statement to the Lake Metroparks CFO.

It is understood that, by law, this statement is to be signed by the party whose proposal has been tentatively accepted and must be affirmed under oath. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Treasurer to the Lake Metroparks CFO within thirty days of the date it is submitted. The statement must be incorporated into the contract before any payment can be made under the subject contract.

_____ SWORN TO before me and subscribed in my
presence this _____ day of _____ 20__

_____ Notary Public

Attachment "D"
(Submit with proposal)

STATEMENT OF PROPOSER'S QUALIFICATIONS

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Responder may submit any additional information he desires.

Name of Responder: _____

Permanent main office address: _____

When organized: _____

If a corporation, where incorporated: _____

How many years you have been engaged in business: _____

General scope of work or products supplies: _____

Have you ever failed to complete any work awarded to you? _____

If so, where and why _____

Have you ever defaulted on a contract? _____

Credit available: \$ _____

Give Bank reference: _____ Address: _____

Phone: _____

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be requested by Lake Metroparks? _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by Lake Metroparks in verification of the recitals comprising this Statement of Responder's qualifications.

Dated at _____ this _____ day of _____, 20 ____

Name of Responder
By _____
Title _____

State of _____)

SS.

County of _____)

_____ being duly sworn deposes and says that he/she
is _____ of _____

Title

Name of organization

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20 ____

Notary Public

My commission expires _____, 20 ____

Attachment "E"
(Submit with proposal)

VENDOR IDENTIFICATION FORM

If the responder is a corporation:

Name of Corporation

State in which Incorporated

Signature of Officer authorized
to make this agreement:

Signature of Officer/Printed Name

Business Address

Telephone Number

If the responder is a partnership,
fill in the following blanks:

Name of Partnership-List Names

Signature of at least one partner:

Member of Firm

Business Address

Telephone Number

If the responder is an individual,
fill in all the following blanks:

Signature of Individual/Printed Name

Business Address

Telephone Number

Attachment "F"
(Submit with proposal)

AFFIDAVIT OF NON-COLLUSION

NOTE: This affidavit, properly executed and containing all required information must accompany your proposal. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.**

STATE OF OHIO)
)
LAKE COUNTY)

AFFIDAVIT

_____ being first duly sworn
deposes and says:

Individual only: That he is an individual doing business under the name
of _____
at _____, in the City of _____
_____, State of _____

Partnership only: That he is the duly authorized representative of a partnership doing
business under the name of _____
in the City of _____
State of _____

Corporation only: That he is the duly authorized qualified and acting _____
of _____, corporation
organized and existing under the laws of the state of _____:
and that he, said partnership or said corporation, is filing herewith a
proposal to Lake Metroparks in conformity with the foregoing
specifications;

Individual only: Affiant further says that the following is a complete and accurate
list of the names and addresses of all persons interested in said
proposed contract: _____

Affiant further says that he is represented by the following
attorneys:

Partnership only: Affiant further says that the following is a complete and accurate
list of the members of said partnership: _____

Affiant further says that said partnerships represented by the following attorneys:

Corporation only: Affiant further says that the following is a complete and accurate
list of the officers, directors and attorneys of said corporation:

President -
Secretary-
Attorneys-

Vice President-
Treasurer-
Directors-

Lake County Agent-

And that of the following officers are duly authorized to execute contracts on behalf of said corporation: _____

Affiant further says that the proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said responder has not directly or indirectly, induced or solicited any other responder to put in a false or sham proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any responder or anyone else to put in a sham proposal, or that shall refrain from responding; that said responder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said responder or any other responder, or to fix any overhead, profit, or cost element of such proposal price or that of any other responder, or to secure any advantage against Lake Metroparks or anyone interested in the proposed contract' that all statements contained in such proposal are true; that said responder has not directly or indirectly submitted has proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member agent thereof, or to any other individual, except to such person or person as herein above disclosed to have a partnership or other financial interest with said responder in his general business; and further that said responder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, of to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to:

(name of individual, partnership or corporation)

Further affiant saith not

(Sign Here) _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20__

(Notary Public)

Attachment “G”
(Submit with proposal)

CYBERSECURITY FRAMEWORK COMPLIANCE

Lake Metroparks (LMP) adheres to a comprehensive Cybersecurity Framework. LMP requires all vendors, new or existing who transmit, store, or process any LMP digital data that contains personally identifiable information (PII), personal health information (PHI), and/or personally identifiable financial information (PIFI) show proof of compliance with at least one of the following Cybersecurity Frameworks:

- NIST Core V2
- NIST 800-53 R5
- NIST 800-171 R3
- CIS Controls IG3
- ISO 27001:2022
- HITRUST
- HIPAA
- NERC
- PCI-DSS
- CMMC
- CPG
- SOC2

National-scale financial institutions that are required to meet the standards in the Gramm-Leach-Bliley Act (GLBA) will not be required to provide documentation of their compliance as we know that there is sufficient oversight of those standards being conducted by other parties.

Please identify which of the above Cybersecurity Framework(s) your business/ organization

complies with: _____.

The individual signing below hereby represents and warrants that they are duly authorized to execute and deliver this agreement on behalf of _____.

Company's Legal Name

Authorized Signature

Printed Name

Email Address

Title

Attachment "H"
(Submit with Proposal)
PROPOSAL/BID GUARANTY AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as principal, and
_____ as sureties, are hereby
held and firmly bound unto the Lake Metroparks Board of Park Commissioners (the Board) as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____ to undertake the project known as _____.

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of (written) _____ dollars and _____ cents (\$ _____).

(If the foregoing is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named principal has submitted a bid for _____ Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference, not to exceed five percent (5%) of the penalty hereof, between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference, not to exceed five (5%) percent of the penalty hereof, between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then the obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material which said contract is made a part of this bond the same as though set forth herein:

Now, also, if the said _____ shall well and faithfully do and perform the things agreed by the Lake Metroparks Board of Park Commissioners to be done and performed according to the terms of said contract and shall pay all lawful claims of subcontractors, material, men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material, man or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated. The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond.

Signed and sealed this _____ day of _____, 20____.

_____ (Seal)

(Principal)

By _____

Witness (Title) (Surety)

By _____

Witness (Title)

(Attach Power of Attorney)

Checklist of Proposal Forms

A properly executed proposal shall include the following information and forms.

1. Offeror's Background Company Profile (pg. 9 under Offeror's Background)
2. Response to/ Proof of "Proposers Minimum Qualifications" (pg. 17)
3. Provide the Requested Content Under "Proposal Format and Content" (pg. 18)
4. Provide Proposed Fee as Outlined under "Compensation for Services" (pg. 19)
5. Attachment "A" Offer Sheet (Submit with Proposal)
6. Attachment "B" References (Submit with Proposal)
7. Attachment "C" Proposer's Affidavit Personal Property Tax Delinquency (Submit with Proposal)
8. Attachment "D" Statement of Proposer's Qualifications (Submit with Proposal)
9. Attachment "E" Vendor Identification Form (Submit with Proposal)
10. Attachment "F" Affidavit of Non-Collusion (Submit with Proposal)
11. Attachment "G" Cybersecurity Framework Compliance (Submit with Proposal)
12. Attachment "H" or certified check, cashier's check or money order drawn on a solvent bank or savings and loan association in the amount of 5% of the total amount of the initial two-year award contract rate made payable to Lake Metroparks.

End of Request for Proposal 2025-037