

**REQUEST FOR PROPOSAL**

**for**

**HANDICAP ACCESSIBLE PLAYGROUND  
FOR  
CHILDREN (Ages 2-6)**

**at**

**1154 LARC LANE  
TOLEDO, OHIO 43614**

**for**

**LUCAS COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES  
1154 LARC LANE  
TOLEDO, OHIO 43614**

**(419) 380-4000**

**September 17, 2023**

**Due: October 5, 2023  
2:30 p.m.**

### **LEGAL NOTICE**

Sealed bids will be received by the Lucas County Board of Developmental Disabilities at 1154 Larc Lane, Toledo, Ohio, until 2:30 p.m. on October 5, 2023, at which time bids will be publicly opened. Proposals will be for a handicap accessible playground for Children Ages 2-6. Proposals submitted shall be in accordance with specifications on file at the Office of the Superintendent. Documents may be obtained at the Lucas County Board of Developmental Disabilities, 1154 Larc Lane, Toledo, Ohio 43614. Each bid must be accompanied by a Bid Guaranty and Performance Bond as set forth in the specifications equaling 100% of the bid amount, payable to the Lucas County Board of Developmental Disabilities. Prevailing Wages and Equal Employment Opportunity requirements are applicable to this project.

All bidders are strongly encouraged to attend the Pre-Bid Meeting on September 25, 2023, at 9 a.m. at the Administrative Offices Building, 1154 Larc Lane, Toledo, Ohio 43614. The Board reserves the right to reject any, part of, or all bids and to waive any informalities in bidding.

## **INDEX**

## **PAGE**

### **LEGAL NOTICE**

### **INSTRUCTIONS TO BIDDERS**

1.	The Project .....	1
2.	Bidding Documents.....	1
3.	Receipt of Bids .....	1
4.	Required Bid Attachments .....	2
5.	Bid Guaranty and Performance Bond .....	2
6.	Examination of Documents and Interpretations .....	2
7.	Award of Contract.....	3
8.	Cost Estimate.....	3

### **GENERAL CONDITIONS**

1.	Contract Documents.....	4
2.	Contract Time.....	4
3.	Permits and Inspections.....	4
4.	Guarantee.....	4
5.	Insurance and Indemnification.....	5
6.	Prevailing Wages.....	5

### **SPECIFICATIONS**

### **PROPOSAL FORM**

### **ATTACHMENT A (Non-Discrimination Agreement)**

### **ATTACHMENT B (Delinquent Personal Property Tax Statement)**

### **ATTACHMENT C (Bid Guaranty and Performance Bond)**

## **INSTRUCTIONS TO BIDDERS**

### **1. THE PROJECT**

- A. This project is entitled:  
  
“Handicap Accessible Playground for Children for Ages 2-6”
- B. The bidder shall familiarize himself with conditions affecting work and with the laws, codes and ordinances applicable to this work. Arrangements for site visitation may be made with Nick Bruno, Capital Projects Manager at (419) 380-4093.

### **2. BIDDING DOCUMENTS**

- A. Copies of drawings and specifications may be obtained at:  
Lucas County Board of  
Developmental Disabilities  
1154 Larc Lane  
Toledo, Ohio 43614  
(419)390-4000  
  
between the hours of 8:30 a.m. and 4:30 p.m. on Board business days.

### **3. RECEIPT OF BIDS**

- A. Bids must be submitted on the PROPOSAL FORM as furnished.
- B. All Bidders shall submit one (1) original of their proposal.
- C. Bid proposal, bid bonds and all required documents must be received by the bid opening date of October 5, 2023, at 2:30 p.m. Bids received after bid opening date and time specified will be rejected and returned unopened to the bidder.
- D. EACH BID MUST BE SUBMITTED IN A SEALED ENVELOPE BEARING ON THE OUTSIDE THE NAME OF THE BIDDER, HIS ADDRESS, THE NAME OF THE PROJECT, AND BID OPENING DATE AND TIME. IF SUBMITTED BY MAIL, THE SEALED ENVELOPE CONTAINING THE BID MUST BE ENCLOSED IN ANOTHER ENVELOPE ADDRESSED AS IN ITEM 3.F.
- E. THE BOARD WILL NOT CONSIDER ANY BID SUBMITTED BY FACSIMILE (FAX) OR BY ANY OTHER MEANS OTHER THAN SUBMITTAL IN A SEALED ENVELOPE.
- F. Submit proposal to:

Michele Myerholtz, Interim Superintendent  
Lucas County Board of  
Developmental Disabilities  
1154 Larc Lane  
Toledo, Ohio 43614

- G. The BOARD reserves the right to reject any, part of, or all bids and to waive any informalities in bidding and shall have no liability whatsoever to any bidder whose proposal is not accepted.
- H. Bidders may not withdraw a bid within sixty (60) days after the date bids are opened.

4. REQUIRED BID ATTACHMENTS

- A. The following are required to be included with the PROPOSAL FORM and are to be submitted WITH THE BID.
  - 1. Non-Discrimination Agreement (Contract Attachment A)
  - 2. Personal Property Tax Statement (Contract Attachment B)
  - 3. A combined BID GUARANTY AND PERFORMANCE BOND, as set forth herein (Contract Attachment C)
  - 4. Certificates of Insurance

5. BID GUARANTY AND PERFORMANCE BOND

- A. The bidder shall use the BID GUARANTY AND PERFORMANCE BOND form included in the REQUEST FOR PROPOSAL.
- B. The BID GUARANTY AND PERFORMANCE BOND shall be issued by a surety company authorized to do business in the State of Ohio.
- C. Said BID GUARANTY AND PERFORMANCE BOND shall equal 100% of the bid amount and be payable to the Lucas County Board of Developmental Disabilities and shall remain in effect for the term of the Contract.

6. EXAMINATION OF DOCUMENTS AND INTERPRETATIONS

- A. The bidder shall examine all documents and shall familiarize himself with the laws, codes and ordinances applicable to this work.
- B. No interpretations of the meaning of the specifications and other bid documents will be made to any bidder orally. Requests for interpretation shall be made not less than five (5) business days (excluding Saturdays, Sundays and holidays) prior to the date set for the opening of bids and shall be directed to:

Nick Bruno, Capital Projects Manager  
Administrative Offices

1154 Larc Lane  
Toledo, Ohio 43614  
Email: nbruno@lucasdd.org

- C. Any Addenda, if required, will be issued by the Board in accordance with applicable law and prior to the time set for opening of bids. Receipt of Addenda shall be acknowledged on the Bid Form.
- D. All bidders are encouraged to attend a Pre-Bid Meeting on September 25, 2023 at 9:00 a.m., at the Administrative Services Building, 1154 Larc Lane, Toledo, Ohio 43614.

7. AWARD OF CONTRACT

- A. A contract will be awarded for work specified on the basis of the lowest and best bid meeting the specifications.
- B. Acceptance of the proposal of any bidder by the Board shall not constitute an agreement between the Board and such bidder, and shall not be binding upon the Board unless and until an agreement covering all conditions and provisions of the work to be performed by the successful bidder has been reduced to writing and executed by both parties.

8. COST ESTIMATE

Cost estimate of Total Project is Two Hundred Fifty Thousand Dollars (\$250,000.00), including Alternates.

## **GENERAL CONDITIONS**

### **1. CONTRACT DOCUMENTS**

CONTRACT DOCUMENTS MEAN ALL OF THE VARIOUS PORTIONS OF THIS CONTRACT: LEGAL NOTICE, INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, SPECIFICATIONS, BID FORM AND REQUIRED ATTACHMENTS, BONDS, ADDENDA, AND THE CONTRACT.

### **2. CONTRACT TIME**

- A. The Bidder agrees, if awarded the contract, to commence work within five (5) days after date of Notice-to-Proceed; and Contractor agrees to meet the following schedule of milestone dates:

PROJECT shall be completed by one year from date contract is awarded (Base project and accepted Alternates.), after Notice-to-Proceed on or about\_\_\_\_\_.

It is understood that this proposal may be withdrawn prior to scheduled opening date or postponement thereof.

- B. Proposals which are incomplete, not properly endorsed, do not follow the requested format, or otherwise are contrary to the guidelines of the RFP may be rejected as non-responsive at the Board's discretion.
- C. The Board reserves the right to request clarification from any or all Bidders submitting proposals.

### **3. PERMITS AND INSPECTIONS**

- A. The CONTRACTOR shall be responsible to ensure that all permits required for this classification of work are secured from appropriate public authorities having jurisdiction at the site. Work shall not be permitted to start until all permits are secured.
- B. Scheduling of, and payments for, inspections, testing and certifications for all or any portion of the work shall be made and paid by the CONTRACTOR.

### **4. GUARANTEE**

The CONTRACTOR shall guarantee workmanship and materials for a period of one (1) year from date of acceptance by the Board. Should defects develop within guarantee period, the CONTRACTOR shall, upon written notice of same, remedy the defects at his cost and shall reimburse the Board of all damages to other work, whether caused by the defects or the work correcting said defects.

5. INSURANCE AND INDEMNIFICATION

- A. The CONTRACTOR shall carry Workers' Compensation, employer liability, comprehensive general liability and automobile liability in minimum limits of \$1,000,000/\$3,000,000 for personal injury and \$1,000,000 for property damage.
- B. The CONTRACTOR shall indemnify and hold harmless the BOARD, their employees and agents, against all claims, demands, causes of actions, suits, or liability arising out of CONTRACTOR'S performance or that of his employees, subcontractors, materialmen or agents, and said indemnity shall include defense of any lawsuit.
- C. Certificates of Insurance shall be submitted with proposal.

6. PREVAILING WAGES

All work conducted as part of this project is subject to the State of Ohio Bureau of Employment Services, Prevailing Wage Division provisions. The complete wage rates for Lucas County are listed at the OBES web site, <http://www.obes.org>. Contractors shall reflect the payment of prevailing wages to all workers on this project. The Contractor will be required to submit prevailing wage payroll sheets with all requests for payment to the Board. The prevailing wage coordinator for this project is Kimberly Rambus, Legal Assistant.



## **SPECIFICATIONS**

### **ITEM #1: Play Structure (or equivalent)**

Custom Minimum Unit, 3.5" Galvanized Post (KP-35981)

CFH 5'

Use Zone 30'10"x28'8"

Capacity 26-30

### **ITEM #2: Independent Play Structure (or equivalent)**

Freestanding Panels

CFH Ground Level

Use Zone 24x17-approximately

Capacity 10-14

### **ITEM # 3: Swing Frame (or equivalent)**

5" OD Arch Swing

### **ITEM # 4: Swings (or equivalent)**

Swings for Swing Frame – Includes belt seat, bucket seat, a 5/point harness bar seat, an Adult/Child shared swing

### **ITEM # 5: Tricycle Track (or equivalent)**

Kiddie Land KL-1006 TS-1006 Gas Station for Tot Track-or equivalent

### **ITEM # 6: Shade Structure (or equivalent)**

Shade Structure: 28' x 14' with 10' Entry Height

Glide Elbows, In-Ground Mount

### **ITEM #7: Seating (or equivalent)**

6FT. Leisure Bench with Back, 3/4" #9 Expanded Metal, Rounded Corners, Two 2 3/8" Legs, Surface mt

**ITEM #8: Table and seating (or equivalent)**

6Ft. Table, 2 Attached 6Ft. Seats, Rounded Corners, 3/4" #9 Expanded Metal, Two 2 3/8" Legs, Portable

**ITEM #9: Surfacing (or equivalent)**

Pour-in-Place Rubber Surfacing – 50% Color EPDM/50% Black EPDM -8' CFH – Installed

Includes small PIP ramp to entry/exit and ADA-compliant tapered edge to asphalt.

**\*\* Please include compacted stone base which will be needed where concrete is to be removed. Requires minimum 4" compacted stone base, with #304 crushed limestone aggregate.**

**ITEM# 10: Installation**

PIP Track Design

Installation of play structures, swings, benches, table and shade structure

Customer and contractor shall be responsible for scheduling and site preparation. Site should be level and permit equipment access.

**Costs To Be Included In The Price Quoted**

Freight costs

Installation

Cost of Equipment

1. Pricing based on standard prevailing wage rates
2. Current lead time: approx. (please give time frame)
3. Payment Terms: Please give terms
4. Payment Options: Please state options, if any

**\*\*NOTE – We are open to Alternates for all items provided they are substantially equivalent.**

## **PROPOSAL FORM**

Lucas County Board of Developmental Disabilities

### **HANDICAP ACCESSIBLE PLAYGROUND FOR CHILDREN (Ages 2-6)**

**PROPOSAL OF:** \_\_\_\_\_  
(hereinafter called Bidder) to the Lucas County Board of Developmental Disabilities (hereinafter called Board).

In compliance with your INVITATION TO BID, Bidder having read and examined the specifications for a Handicap Accessible Playground for Children Ages 2-6 dated September 17, 2023 and likewise having inspected the site of and the conditions affecting and governing the work at said property, hereby propose to furnish all material and to perform all labor required to complete the project for the following sums:

**Item #1: Play Structure (or equivalent)**

Total bid for all work required to complete project as specified (Alternates are not a part of this price).

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Total for the sum of)

**Item #2: Independent Play structure (or equivalent)**

Total bid for all work required to complete project as specified (Alternates are not a part of this price).

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Total for the sum of)

**Item #3: Swing Frame (or equivalent)**

Total bid for all work required to complete project as specified (Alternates are not a part of this price).

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Total for the sum of)

**Item #4: Swings (or equivalent)**

Total bid for all work required to complete project as specified (Alternates are not a part of this price).

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Total for the sum of)

**Item #5: Tricycle Track (or equivalent)**

Total bid for all work required to complete project as specified (Alternates are not a part of this price).

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Total for the sum of)

**Item #6: Shade Structure (or equivalent)**

Total bid for all work required to complete project as specified (Alternates are not a part of this price).

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(Total for the sum of)

**Item # 7: Seating (or equivalent)**

Total bid for all work required to complete project as specified (Alternates are not a part of this price).

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(Total for the sum of)

**Item #8: Table and seating (or equivalent)**

Total bid for all work required to complete project as specified (Alternates are not a part of this price).

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(Total for the sum of)

**Item #9: Surfacing (or equivalent)**

Total bid for all work required to complete project as specified (Alternates are not a part of this price).

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(Total for the sum of)

**Item #10: Installation**

Total bid for all work required to complete project as specified (Alternates are not a part of this price).

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(Total for the sum of)

**TOTAL COST for project work included in Items 1-10 of the specifications is:**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(Show amount in both words and figures)

Bid proposal WILL NOT BE WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS FOLLOWING BID OPENING.

In submitting this BID, it understood that the right is reserved by the Board to reject any, part of, or all bids.

### **SUBSTITUTIONS AND ADDENDA**

Particular products have been specified to establish standards of quality not to limit competition. However, if the Contractor intends to deviate from the specified products, list such deviations below as well as price adjustments, if any. (Use additional sheet(s) if necessary).

### **SUBSTITUTIONS**

- [1] \_\_\_\_\_ + or - \$
- [2] \_\_\_\_\_ + or - \$
- [3] \_\_\_\_\_ + or - \$
- [4] \_\_\_\_\_ + or - \$
- [5] \_\_\_\_\_ + or - \$
- [6] \_\_\_\_\_ + or - \$
- [7] \_\_\_\_\_ + or - \$
- [8] \_\_\_\_\_ + or - \$
- [9] \_\_\_\_\_ + or - \$
- [10] \_\_\_\_\_ + or - \$

\_\_\_\_\_  
BIDDER'S SIGNATURE

\_\_\_\_\_  
BIDDER'S NAME

\_\_\_\_\_  
BIDDER'S TITLE

\_\_\_\_\_  
BIDDER'S ADDRESS

\_\_\_\_\_  
BIDDER'S PHONE NUMBER

\_\_\_\_\_  
BIDDER'S EMAIL ADDRESS

**CONTRACT ATTACHMENT A**

(Pursuant to Ohio Revised Code Section 153.59)

**NON-DISCRIMINATION AGREEMENT**

I, \_\_\_\_\_, having authority to agree on behalf of the Contractor,  
\_\_\_\_\_, do hereby agree:

A. That in the hiring of employees for the performance of work under this Contract or any subcontract, no contractor, subcontractor, or any person acting on his behalf, shall, by reason of race, creed, sex, handicap or color, discriminate against any citizen of the State, in the employment of labor or workers, who is qualified and available to perform the work to which the employment relates; and

B. That no contractor, subcontractor, or any person on his behalf, shall in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, sex, handicap or color.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACT ATTACHMENT B**

Ohio Revised Code, Section 5719.042: "After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the District's Fiscal Officer a statement affirmed under oath that the person with whom the contract is made was not charged at the time the bid was submitted with any delinquent Personal Property Taxes on the general tax list of Personal Property of any County in which the taxing district has territory or 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 County Treasurer within thirty (30) days of the date it is submitted."

**DELINQUENT PERSONAL PROPERTY TAX STATEMENT**  
**(O.R.C. SECTION 5719.042)**

I, \_\_\_\_\_, \_\_\_\_\_,  
NAME TITLE

of \_\_\_\_\_, affirm that, at the time I submitted the  
COMPANY NAME  
bid for \_\_\_\_\_,

to the Lucas County Board of Developmental Disabilities on \_\_\_\_\_, 2023,  
DATE  
that \_\_\_\_\_  
COMPANY NAME

**WAS / WAS NOT** charged with delinquent Personal Property Taxes by the Lucas County Auditor  
(If Personal Property Taxes are delinquent, complete the following section):

The amount of delinquent Personal Property Taxes due Lucas County are \_\_\_\_\_  
and unpaid penalties and interest are \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
DATE

Sworn to before me and subscribed in my presence by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

**CONTRACT ATTACHMENT C**

**BID GUARANTY AND PERFORMANCE BOND**

(SECTION 153.571 OHIO REVISED CODE)

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

\_\_\_\_\_,  
(Name and Address)  
as Principal and \_\_\_\_\_,  
(Name of Surety)

as Sureties, are hereby held and firmly bound unto the Lucas County Board of Developmental Disabilities, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_, 2023 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 proposals 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 \_\_\_\_\_ (\$\_\_\_\_\_). Dollars. (If the foregoing blank 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 \_\_\_\_\_, 2023, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

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 Obligee the difference not to exceed ten per cent (10%) 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 ten per cent (10%) 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 this 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 Contractor shall well and faithfully do and perform the things agreed by the Lucas County Board of Developmental Disabilities to be done and performed according to the terms of said contract; and shall pay all lawful claims of sub-contractors, material suppliers, 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 suppliers 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 terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on its bond.

PRINCIPAL:

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SURETY:

\_\_\_\_\_

BY: \_\_\_\_\_

SURETY COMPANY ADDRESS:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State ZIP

SURETY AGENT'S ADDRESS:

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip Code