



CITY OF WILLOUGHBY, OHIO

REQUEST FOR BID

PLAYGROUND EQUIPMENT AND PARK AMENITIES

Presented by

**The City of Willoughby
One Public Square
Willoughby, Ohio 44094**

CITY OF WILLOUGHBY, OHIO

ADMINISTRATION

Robert A. Fiala, Mayor

Mike Lucas, Director of Law

Cher Hoffman, Director of Finance

Judean Keller, Director of Parks and Recreation

COUNCIL

Bob Carr, President and Ward 4

Kristie Sievers, Ward 1

Ken Kary, Ward 2

John Tomaselli, Ward 3

Mike Merhar, Ward 5

Dan Garry, Ward 6

Dan Anderson, Councilman-at-Large

Alisa Novak, Clerk

LEGAL NOTICE

Sealed bids will be received at the office of the Director of Parks & Recreation, One Public Square, Willoughby, OH 44094 until 10:00 am, local time, on Thursday, November 20, 2025, and will be opened and read immediately thereafter for the following:

PLAYGROUND EQUIPMENT AND PARK AMENITIES

Copies of the Specifications and Bid Forms may be obtained at the office of the Director of Parks & Recreation at the heretofore referenced address. Each bid must be made upon the Bid Forms furnished with the Specifications and must be delivered to the office of said Director prior to the above-referenced time and date specified.

Each bid must be accompanied by a certified or cashier's check or a bid security bond signed by a surety company authorized to do business in the State of Ohio, in the amount of ten percent (10%) of the bid; such check or bond to be made payable to the CITY OF WILLOUGHBY and to be held as a guarantee that in the event the bid is accepted and a contract is awarded to the bidder, the contract will be duly executed and its performance properly secured.

The City reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept the lowest and best bid.

BY THE ORDER OF

Robert A. Fiala
Mayor & Safety Director
City of Willoughby, Ohio

PUBLISH:

Thursday, October 30, 2025
Thursday, November 6, 2025

BID OPENING DATE:

Thursday, November 20, 2025



INSTRUCTIONS

TO

BIDDERS

EXCEPT AS OTHERWISE PROVIDED HEREIN, the Instructions to Bidders, Bid Forms, and Specifications referred to herein shall be part of the Contract.

I. DEFINITIONS.

- A. BID or PROPOSAL** shall mean the offer of a certain amount as the price or fee that shall be paid or accepted for the performance of work or furnishing of material, as required in the Specifications and Bid Forms.
- B. BIDDER, VENDOR, SUPPLIER, or CONTRACTOR** shall mean the corporation, partnership, or individual proposing to furnish the equipment, materials, supplies, or services set forth in the Specifications and Bid Forms.
- C. BID FORMS** shall mean all documents required to be completed by the Bidder, Vendor, Supplier, or Contractor, including any documents incorporated by reference.
- D. CITY** shall mean the City of Willoughby, Ohio.
- E. CALENDAR DAY** shall mean every day shown on the calendar.
- F. CONTRACT** shall mean a formal agreement set forth in writing and enforceable by law and shall include the Instructions to Bidders, Bid Forms, and all Specifications; such Instructions to Bidders, Bid Forms, and Specifications are incorporated by reference as though fully written herein.
- G. DIRECTOR** shall mean the Director of Parks & Recreation or her duly appointed designee.
- H. INSTRUCTIONS TO BIDDERS** shall mean all notification to Bidders, Vendors, Suppliers, or Contractors of the requirements of the bidding process which must be adhered to, to correctly complete the Bid Forms.
- I. SPECIFICATIONS** shall mean any and all pages so titled as well as any drawings or other documents herein contained.

II. BID.

TO BE ENTITLED TO CONSIDERATION, a Bid must be made in accordance with the following instructions:

A. Preparation.

1. **Bid Format.** Each Bid shall be submitted on the forms furnished by the City. All signatures shall be clearly and legibly written in long hand. No oral, telephonic, or facsimile Bids shall be considered. Each Bid shall list the breakdown for each item as directed on the Bid Form. All Bids which contain items not specified on the Bid Form shall be considered informal.

Prices for equipment, materials, or supplies shall include transporting and delivery to any place designated by the City on its purchase order, within the corporate limits of the City. In the event of a discrepancy between unit bid prices and extensions thereof, the unit bid price shall govern.

2. **Name of Bidder.** Each Bid shall give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships shall furnish the full names of all partners and shall be signed by one of the members of the partnership or by an authorized representative with the partnership name followed by the signature and title of the person signing.

Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the President, Secretary, or other person authorized in the Corporate Resolution to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A Bid by a person who affixes the word "President", "Secretary", "Agent", or other title without disclosing his principal may be held to the Bid of the individual signing.

When requested by the City, satisfactory evidence of the authority of the officer or agent signing on behalf of a corporation or partnership, or limited liability company shall be furnished.

3. **Submission of Bid.** The Bid shall be sealed in an envelope, addressed as follows:

**City of Willoughby
Office of the Director of Parks & Recreation
One Public Square
Willoughby, Ohio 44094**

and delivered to the office of the Director on the date set forth in the Legal Notice. The sealed envelope shall also bear the name of the Bidder, Project, and the date the Bids are to be opened. Bids will be received until the date and time specified in the Legal Notice and Bids will be opened and read immediately thereafter in Willoughby City Hall.

- B. **Bid to Include all Work.** Each Bid shall include all equipment, materials, supplies, and services described in the Instructions to Bidders, Bid Forms, and Specifications.

C. **Bidder's Description of Items.**

1. Bidders shall furnish with their Bids as an integral part thereof descriptions by part number or otherwise of the item(s) they propose to furnish under the terms of the Bid.
2. Bidders shall be prepared to furnish any additional specifications or information concerning the item(s) to be purchased under the terms of the Bid, if so requested by the Director.

D. **Certifications and Affidavits.**

1. **Bidder's Affidavit.** Each Bidder is required to submit with his Bid an Affidavit on the form included with these Specifications stating that neither he nor his agents, nor any other party acting for him has paid, or agreed to pay, directly or indirectly, to any person, firm, or corporation any money or valuable consideration for assistance in procuring or attempting to procure the Contract herein referenced; and further agreeing that no such money or reward will be hereafter paid.
2. **Delinquent Personal Property Affidavit.** Each Bidder is required to submit with his Bid, on the form included with these Specifications, an Affidavit affirming that at the time the Bid was submitted, the Bidder was not charged with delinquent personal property taxes on the General Tax List of Personal Property for Lake County.

3. **Foreign Corporations.** Each Bidder who is a foreign corporation, that is, a corporation not chartered in Ohio but licensed to do business in Ohio, is required to submit with his Bid a certificate from the office of the Secretary of State of the State of Ohio showing proof that said corporation is licensed to conduct business in Ohio.
 4. **Interested Principals.** Each Bidder is required to submit with his Bid, on the form included with these Specifications, an Affidavit as to principals of the Bidder, his company, partnership, corporation, or limited liability company.
 5. **Non-Collusion Affidavit.** Each Bidder is required to submit with his Bid, on the form included with these Specifications, an Affidavit stating that the Bid submitted is genuine and not collusive or sham and that the Bidder has not in any way colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person, to fix the bid price of Affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid, or of that of any other Bidder, or to secure any advantage against the City, or any person interested in the proposed Contract; that all statements contained in said Bid are true; and further, that such Bidder has not, directly or indirectly, submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.
 6. **Political Contribution Limitations Affidavit.** Each Bidder is required to submit with his Bid, on the form included with these Specifications, an Affidavit as to compliance with Sections 3517.13(I)(3) and 3517.13(J)(3) of the Ohio Revised Code, with respect to non-corporate entities and labor organizations, and corporations, respectively.
- E. **Competency of Bidders.** No Bid will be considered unless the Bidder submitting same shall furnish evidence satisfactory to the Director that he has the necessary equipment, materials, supplies, ability, and financial resources to fulfill the conditions of the Specifications and the Contract. Previous experience and responsibility of the Bidder and business location will be considered in awarding the Contract. No Bid will be awarded to any Bidder who is in arrears to the City upon debt or Contract, or who is in default as surety or otherwise upon any obligation to the City.

F. Compliance Requirements.

1. Before submitting a Bid, each Bidder must familiarize himself with the Contract documents herein to ensure compliance with all federal, state, and local laws, ordinances, codes, and rules and regulations that may in any manner affect the cost performance of the equipment, materials, supplies, or services.
2. Submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of the specifications, and that the Contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the equipment, materials, supplies, or services.

G. Disqualification of Bidder. Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of his Bid.

1. More than one Bid for the same equipment, materials, supplies, or services from an individual, firm, or corporation under the same or different name.
2. Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any further equipment, materials, supplies, services, or work of the City until any such participant shall have been reinstated as a qualified Bidder.
3. Bid prices which obviously are unbalanced.

H. Informal Bids. Bids will be considered informal and may be rejected for the following reasons:

1. If the Bid is on a form other than that furnished by the City or if the form is altered or any part thereof detached.
2. If there are unauthorized additions, conditional or alternate Bids, or other irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the Bidder adds any provisions reserving the right to accept or reject an award or enter a Contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of award acceptable to any one Bidder at any one bid letting, provided that any selection of award will be made by the City.
4. If the Bid does not contain a unit price for each item listed, except in the case of authorized alternate items or lump sum items.

I. **Manufacturer's Name.** Bidders shall state in their Bid the name of the manufacturer and trade name of the item(s) they propose to furnish.

J. **Bid Security.** Each Bid must be accompanied by a certified or cashier's check, or a bid security bond signed by a surety company authorized to do business in the State of Ohio, in the amount of ten percent (10%) of the Bid. Said certified or cashier's check or bid security bond shall be made payable to the City of Willoughby as a guarantee that, in the event a contract is awarded to the Bidder, the Bidder to whom the contract is awarded will sign all documents necessary to formalize the contract, if any.

1. Disposition of Security Submitted with Bid.

- a. The certified or cashier's check or bid security bond of all but the three (3) lowest and best Bidders will be released or returned to the unsuccessful Bidders.
- b. The certified or cashier's check or bid security bond of the lowest and best Bidder will not be returned until said Bidder has executed the contract awarded to him and fulfilled its requirements or, if a performance bond is not required, until the equipment, materials, supplies, or services have been received or provided and are fully operational or acceptable to the Director.
- c. The certified or cashier's check or bid security bond of the next two (2) lowest and best Bidders will be retained until the lowest and Bidder has executed the contract awarded to him and fulfilled its requirements as set forth in Subsection b. above; or if he fails to do so, the security of the second lowest and best Bidder shall be retained until he has executed the contract awarded to him and fulfilled its requirements or, if a performance bond is not required, until the equipment, materials, supplies, or services have been received or provided, and are fully operational or acceptable to the Director.; or if the second Bidder fails to do so, the security of the third lowest and best Bidder shall be retained until he has executed the Contract awarded to him and fulfilled its requirements or, if a performance bond is not required, until the equipment, materials, supplies, or services have been received or provided, and are fully operational or acceptable to the Director.

In default thereof, said security shall be forfeited to the City as liquidated damages.

2. Forfeiture of Security Submitted with Bid. If the Bidder to whom the Contract is awarded shall fail to sign any documents necessary to formalize

the Contract, or fail to honor the Contract, the security accompanying the Bid shall thereupon be forfeited to the City for and as liquidated damages. The work may then be re-advertised or awarded to the Bidder deemed by the City to be the next lowest and best Bidder.

- K. Specification Compliance.** Bidders shall attach to their Bid a statement that all equipment, materials, supplies, or services are either in exact accordance with the Specifications or that materials are not in exact accordance with the Specifications. In the event of noncompliance, the Bidder shall include a list, stating in what respect the equipment, materials, supplies, or services offered differs from the Specifications and shall attach such list to the Bid.
- 1.** Brand Names. Where a brand name is indicated, it is only to provide a reference. Any brand name is presumed to be followed by "or equal". When the Bidder does not utilize the brand name mentioned, he shall note the brand name being used on the page entitled "Exceptions to Specifications".
 - 2.** Exceptions to Specifications. The specifications herein shall be strictly adhered to. Exceptions will be allowed if they are equal to or superior to that specified and provided they are listed and fully explained on a separate page entitled "Exceptions to Specifications". The exception(s) list shall refer to Specification page number and paragraph.
 - 3.** Guidelines for Bid Evaluation. The Bids will be evaluated using an extensive set of guidelines. A portion of these guidelines is as follows:
 - a.** the qualifications and experience of the Bidder;
 - b.** whether or not the Bids comply with the prescribed requirements;
 - c.** alternates and unit prices, if requested;
 - d.** delivery;
 - e.** maintenance and repair, when applicable; and
 - f.** previous contractual experience with the City.
- L. Withdrawal of Bid.** If a Bidder wishes to withdraw his bid, he shall state his purpose, in writing, to the City before the time fixed for the opening, and when reached at the opening, it shall be handed to him and not read.

III. GENERAL CONDITIONS.

- A. Addendum or Modification.** Any addendum or modification issued during the time of bidding shall be covered in the Bid and, in awarding a Contract, such addendum or modification will become a part thereof. In the event any such addendum or modification is issued by the City within 72 hours of the time set for the closing of Bids, excluding Saturdays, Sundays, and legal holidays, the time for submitting Bids shall be extended one (1) week, with no further advertising of Bids.
- B. Assignment of Contract.** The Bidder who is awarded the Contract shall not assign, transfer, convey, sublet, or otherwise dispose of said Contract, or his right, title, or interest in or to the same, or any part thereof, without previous consent, in writing, from the City, which consent shall be endorsed on or attached to the Contract.
- C. Awarding of Contract.** The Council of the City will make an award or reject all Bids as soon as possible but in no event later than sixty (60) calendar days following the opening of the Bids.
1. In evaluating Bids, the City may consider the qualifications of the Bidders, and whether or not the Bids comply with the prescribed requirements, alternates, and unit prices, if requested.
 2. Operation costs, maintenance considerations, performance data, or guarantees of equipment, materials, supplies, and services may be considered by the City.
 3. The award of a Contract pursuant to the Instructions to Bidders and the Bid, if accepted, shall be made in the best interest of the City by its Council to the lowest and best Bidder.
 4. The City may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, to provide the equipment, materials, supplies, or services in accordance with the contract documents to the City's satisfaction within the prescribed time.
 5. The City reserves the right to reject the Bid of any Bidder who does not meet or exceed any such evaluation to its satisfaction.
 6. In determining the award, each item may be considered separately, and separate Contracts may be awarded on the various items, unless specified to the contrary in the Specifications.

- D. Cancellation.** Should the equipment, materials, or supplies delivered to the City, or services performed for the City under this Contract fail at any time to meet the Specifications required by this Contract, then, in such event, the City may cancel this Contract upon written notice to the Bidder.
- E. Claims for Adjustment and Dispute.** If, in any case, the Bidder deems that additional compensation is due him for equipment, materials, supplies, or services not clearly covered in the Contract or not ordered by the Director as extra items, the Bidder shall notify the Director, in writing, of his intention to make claim for such additional compensation before he begins the work on which he bases the claim. If such notification is not given and the Director is not afforded proper facilities by the Bidder for keeping strict account of actual costs as required, then the Bidder hereby agrees to waive any claim for such additional compensation. Such notice by the Bidder, and the fact that the Director has kept account of the cost aforesaid, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the Director, is found to be just, it will be forwarded by the Director to the Council of the City for legislative action as extra work in the amount as approved by the Director.
- F. Control of Work.** The Director will decide all questions which may arise as to the quality and acceptability of equipment, materials, or supplies, furnished, or services performed, and as to the rate of progress of the services performed and whether they fulfill the terms of the Contract on the part of the Bidder, and as to compensation.
- G. Duration of Contract.** The duration of the Contract shall be for the period stated in the Specifications and shall include all equipment, materials, or supplies ordered or delivered, or services performed, during the period. All prices quoted shall be for a definite fixed period unless otherwise noted in the Specifications.
- H. Execution of Contract.**
1. A Notice of Award will be issued by the Director requesting the equipment, materials, supplies, or services to the Bidder upon legislative authorization by Council.

2. The Law Department will prepare and forward two (2) originals of the Contract for the equipment, materials, or supplies to be furnished or the service to be performed in accordance with the Specifications and Bid which shall be executed by the Bidder and returned to the City with any required attachments.
3. After receipt of the executed originals from the Bidder, and any required attachments, (performance bond, insurance certificate, copy of workers' compensation certificate, etc.) the Director of Law shall review the Contract documentation and, if acceptable, forward same to the Mayor for execution on behalf of the City, and return one (1) original of the Contract to the Bidder.
4. The date the City accepts and executes the Contract will be the effective date of the Contract.

I. Insurance.

1. The Bidder shall provide the City with a Certification of Insurance verifying its limits for public liability, property damage, and automobile insurance in an amount not less than Two Million Dollars (\$2,000,000), per occurrence.
2. The City shall be specifically named as an "additional insured" on all policies covering work under this Contract. The required Certificate of Insurance shall show that the City has been so added to the policies.
3. A copy of the Contractor's Workers' Compensation Certificate shall be submitted to the City.

- J. Liability.** The Bidder shall defend, indemnify, and save harmless the City and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not well founded by law, brought or recovered against it by reason of any act or omission of said Bidder, his agents, or employees in the execution of the Contract, or for the use of any patented inventions by said Bidder, and a sum sufficient to cover aforesaid claims, including attorneys fees, may be retained by the City for monies due or to become due to the Bidder under Contract until such claims shall have been discharged.

- K. Non-Discrimination.** With regard to the equipment, materials or supplies purchased, or services performed, under this Contract, neither the Bidder nor any person acting in his behalf shall by reason of race, color, creed, religion, sex, national origin, ancestry, handicap, age, or marital status discriminate against any citizen of

the state in the employment of any laborer or worker who is qualified and available to perform the work to which the employment relates.

- L. Payment of Invoices.** Invoices will be due and payable within thirty (30) days of receipt. All invoices shall be mailed to the attention of the Director. Payments may be made on the basis of estimated partial delivery, and a percentage of each payment may be withheld by the City until completion of the Contract. A percentage of the final estimate may be withheld by the City for a specified period as a guarantee. Such a procedure for partial payments must be provided for in the Specifications.
- M. Prevailing Wage.** Each employee employed by the Bidder or any subcontractor engaged in work on the Project under this contract shall be paid the prevailing wage established by the State of Ohio. This shall occur regardless of any contractual relationship which may be said to exist between the Bidder or any subcontractor and such employee.
- N. Purchases.** After a Contract has been executed, it shall only become operative upon delivery to the Bidder of a duly-signed purchase order, and the City shall only be obligated under the Contract to the extent of such purchase order. The City shall not be liable for any claims in the event that the total quantity of equipment, materials, or supplies ordered, or services performed under the Contract should prove to be greater or less than the estimated amount in the Specifications.
- O. Quantities.** With regard to materials and supplies, the quantities shown on the Specifications and Bid Form are estimated by the City and will be used as the basis for comparison of the Bids only. The City reserves the right to decrease, increase, or eliminate any quantities, item or items on the plans or Bid Forms. This paragraph does not apply to purchases of small equipment or services.
- P. References.** Each Bidder submitting a Bid must furnish work-related references. All references shall include the company name, address, contact person, and telephone number. A minimum of five (5) references shall be furnished.
- Q. Rejection of Bids.** The City reserves the right to reject any or all Bids and to accept any Bid which in its opinion, is deemed to be in the best interest of the City. Consideration of bid award will be based on availability of equipment, materials, supplies, parts, or services, of financing plan bids, and delivery dates, as well as the acknowledgments listed below.

R. Safeguards. In the event any equipment is to be furnished pursuant to the terms of this Bid, such equipment shall be provided with safety controls, guards, and housings meeting the requirements of the safety standards of the Industrial Commission and the Department of Industrial Relations of Ohio, and the cost shall be included in the Bid for such equipment. This paragraph does not apply to purchase of materials, supplies, or services.

S. Tax Exemption. The City is exempt from Federal Excise and Transportation Taxes and Ohio State Sales Tax. Prices quoted should not include either Federal Excise or Ohio State Sales Taxes. Tax exemption certificates will be furnished upon request.

The transportation tax is not applicable on any purchase consigned to the City and no tax exemption certificate is required. If for any reason a contemplated purchase would not be tax exempt, this fact must be indicated in the Specifications, and such tax may be included in the price shown as a separate item in the Bid.

T. Waiverability. The City reserves the right to accept any part of any Bid, and to reject all or part of any or all Bids, and to waive any informalities or irregularities in the bidding procedure.

U. Workers' Compensation. A copy of the Bidder's Workers' Compensation Certificate is to be submitted by the successful Bidder upon execution of the Contract.

V. Written and Oral Explanation. Should a Bidder find discrepancies in or omissions from the Specifications or other documents herein contained, or should he be in doubt as to their meaning, he shall at once notify the Director, who shall then provide written instructions to all Bidders. The City will not be responsible for any oral instructions.

IV. GENERAL REQUIREMENTS.

- A.** No Contract will be awarded to any Bidder who is in arrears to the City upon debt or Contract or who is a defaulter as a surety or who has any other outstanding and/or disputed obligation to the City.
- B.** The Bidder's performance shall be in compliance with all applicable federal, state, and local laws, ordinances, codes, and rules and regulations.
- C.** If State funds are being used to assist construction, the successful Bidder must comply with all relevant State requirements.
- D.** The Bidder shall at all times during the term of the Contract comply with the Workers' Compensation Laws of the State of Ohio, shall pay such premiums as may be required thereunder, and shall save the City harmless from any and all liability arising from or under said laws.
- E.** The Bidder shall furnish, at the time of execution of the Contract, and at such other times as the City may request, proof satisfactory to the Director of Law of such compliance with all required laws.
- F.** The Bidder shall agree to indemnify and save harmless the City against any and all loss, cost, damage, liability, or expense (except for the compensation provided by the Contract) occasioned by or attributable to the Bidder's performance of and under the Contract; and, in addition, shall agree to reimburse the City for any expenses incurred by the City in performing or providing for the performance of any and all of the terms of the Contract reasonably required to be performed by the City (or by another at the request of the City), including attorney fees, by reason of delay in the performance or by refusal or failure to perform by the Bidder.
- G.** The Bidder shall furnish all equipment, materials, supplies, or services necessary to provide the proposed items. All items shall be provided according to the standards of good workmanship and shall be complete in every detail. The Bidder shall coordinate its work with the work of others and, upon completion, remove tools, equipment, waste, and other debris and leave the site in "broom-clean" condition. The Bidder shall warrant all equipment, materials, supplies, or services with the normal and usual warranties including, where applicable, warranties of merchantability and fitness for a particular purpose.

H. Acknowledgment of the following are to be indicated on the Bid Form:

- 1.** Delivery time of equipment, materials, or supplies. *
- 2.** Warranty period of equipment, if any.
- 3.** Name and address of local sales and service representative in Northeastern Ohio (Cleveland).
- 4.** Complete manuals for repair and/or use are to be provided.
- 5.** Acknowledge that the Bidder is not in arrears to the City upon debt or Contract, or is not a defaulter as a surety or otherwise upon any obligation to the City.

* As defined in General Conditions (Section III), Subsection G. herein.

**BIDDERS MUST USE THE CITY'S PRINTED FORMS
NO OTHER FORMS WILL BE ACCEPTED**



BID FORMS

BID FORM

PLAYGROUND EQUIPMENT and PARK AMENITIES

The undersigned, having visited the site and reviewed the specifications and conditions to furnish materials and personnel necessary to complete the project according to the Plans and Specifications, which are incorporated herein, submits the following:

Base Bid – No. 1

Total cost to supply and deliver playground equipment, plastic edging, wear mats, access ramps, surfacing, park amenities in accordance with the specifications, and installation of the equipment:

_____ (\$_____._____)
(Written) (Dollars)

Bidder's Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____ Telephone (____) _____

Signature: _____

Manufacturers Name: _____

Address: _____

Questions regarding this Bid Packet may be directed to Judean Keller, Director of Parks and Recreation, One Public Square, Willoughby, Ohio 44094. (440) 953-7954

ACKNOWLEDGMENT

Please note responses as applicable to Section IV, Subsection H of the Instructions to Bidders.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

[illegible]

REFERENCES

- 1.** Reference: _____
Address: _____
Contact: _____
Telephone Number: (____)-____-_____

- 2.** Reference: _____
Address: _____
Contact: _____
Telephone Number: (____)-____-_____

- 3.** Reference: _____
Address: _____
Contact: _____
Telephone Number: (____)-____-_____

- 4.** Reference: _____
Address: _____
Contact: _____
Telephone Number: (____)-____-_____

- 5.** Reference: _____
Address: _____
Contact: _____
Telephone Number: (____)-____-_____

BIDDER'S AFFIDAVIT

STATE OF _____)
) ss:
COUNTY _____)

_____, whose title is _____, being first duly sworn, deposes and says that he/she is the sole owner, authorized partner, or authorized officer of _____, the party making the enclosed Bid, and further says that said _____ (sole owner, authorized partner, or authorized officer) is/are the only party/parties interested in the profits of any Contract which may result from the herein contained Bid; that said Bid is made without any connection or interest in the profits thereof with any other person making any other Bid for said work; that no member of the City administration, head of any department or division or employee therein, or any officer of the City of Willoughby, Ohio, is directly or indirectly interested therein; that said Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person to put in a sham bid or that such person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the bid price of Affiant or of that of any other Bidder, or to fix any overhead, profit, or cost element of said bid price or of that of any other Bidder, or to secure any advantage against the City of Willoughby, Ohio; that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and further says that all statements made by him in said Bid are true.

Affiant further says that the list of individuals, partners, or officers and shareholders submitted herewith is made a part hereof as though fully rewritten herein.

Affiant

Sworn to and subscribed before me, a Notary Public, on this _____ day of _____, 2025.

Notary Public

STATEMENT AS TO INTERESTED PARTIES

STATE OF _____)
COUNTY _____) **SS:**

_____, being first duly sworn, deposes
and says:

INDIVIDUAL: That he/she is an individual who is doing business under the name of
_____ in the City of
_____, State of _____.

PARTNERSHIP: That he/she is the duly-authorized representative of a (☐ general
☐ limited) partnership which is doing business under the name of
_____ in the City of
_____, State of _____.

Affiant further states that the following is a complete and accurate list of the names
and addresses of the members of said partnership and whether they are general or limited
partners:

CORPORATION: That he/she is the duly-authorized _____ of
_____, a corporation organized and existing under the
laws of the State of _____, and that he/she is submitting herewith a Bid to
the City of Willoughby in conformity with the Specifications.

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 including the names and addresses of all shareholders owning more than 5% of the capital stock of said corporation.

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

President:

Directors:

Vice President:

Secretary:

Treasurer:

Manager/Agent:

Attorneys:

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

<u>NAME</u>	<u>TITLE</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAITH NAUGHT.

(Signature)

Sworn to before me and subscribed in my presence this _____ day of _____, 2025.

Notary Public

NON-COLLUSION AFFIDAVIT

STATE OF _____)

) **SS:**

COUNTY _____)

_____, being first duly sworn, deposes and says that he/she is _____ of the party making the foregoing Bid; that such Bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said Bidder or of any other Bidder or to fix any overhead, profit, or cost element of such bid price or that of any other Bidder, or to secure any advantage against the City of Willoughby or anyone interested in the proposed Contract; that all statements contained in such Bid are true; that said Bidder has not, directly or indirectly, submitted his bid 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 referenced, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said Bidder in his general business; and further that said Bidder 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, or to any other individual, for aid or assistance in securing the Contract above referenced in the event the same is awarded to:

Affiant

Sworn to before me and subscribed in my presence this _____ day of _____, 2025.

Notary Public

DELINQUENT PERSONAL PROPERTY STATEMENT

_____, having been awarded a Contract by the City of Willoughby, hereby affirms under oath, pursuant to R.C. 5719.042 that at the time the Bid was submitted, my company () was () was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Lake County, Ohio.

If such charge for personal property tax exists on the General Tax List of Personal Property for Lake County, Ohio, the amount of such due and unpaid delinquent taxes including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be incorporated into the Contract made between the City of Willoughby and the BIDDER, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax \$ _____

Penalties \$ _____

Interest \$ _____

(Company Name)

by: _____

its: _____

STATE OF _____)
) SS:
COUNTY _____)

SWORN TO AND SUBSCRIBED before me, a Notary Public in and for said County and State on this _____ day of _____, 2025.

Notary Public

**POLITICAL CONTRIBUTION LIMITATIONS AFFIDAVIT
- COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13 -**

STATE OF OHIO)
) SS
COUNTY OF _____)

_____ being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of _____ ("the Contracting Party").

2. The Contracting Party is a/an (select one):

☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust

☐ Corporation organized and existing under the laws of the State of _____ .

☐ Labor organization

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.

4. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to 3517.992(R)(3).

Affiant further sayeth naught:

By: _____

Title: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2025.

Notary Public



SPECIFICATIONS

PLAYGROUND EQUIPMENT and PARK AMENITIES SPECIFICATIONS

I. LOCATION OF THE PROJECT:

The project is located at Daniels Park, 38401 Johnnycake Ridge Rd., Willoughby, Ohio, 44094. Delivery will be made to the park with advanced notice so Willoughby can have the appropriate vehicles on site.

II. SCOPE – INSTALLATION:

The work shall consist of furnishing all materials and installation of the playground as herein specified. The Bid **SHALL NOT EXCEED** the amount of Seventy-Five Thousand Dollars (\$75,000) for the total cost proposed in accordance with the plans and specifications.

More than one layout may be proposed for consideration. Installation shall be completed no later than May 8, 2026.

The installation of this playground will have none or minimal excavation for grading purposes. The site currently has a playground on it with a chain link fence border. The city will remove the existing playground prior to installation. Please see photos below.



III. QUALITY AND SAFETY ASSURANCE:

- A. New equipment shall be installed as per manufacturer's instructions by City of Willoughby employees under the supervision of a Supervisor provided by the successful bidder.
- B. All work shall meet or exceed the State of Ohio, Department of Transportation's Construction and Materials Specifications, "Item 499 Concrete General".
- C. All equipment furnished shall equal or exceed current American Society for Testing and Materials (ASTM), Section F1487-95, and/or be listed with the International Play Equipment Manufacturers Association (IPEMA). The equipment shall also conform to requirements of the Americans with Disabilities Act (ADA) guidelines for playgrounds.

IV. PRODUCTS:

- A. The successful bidder shall supply playground equipment, plastic containment curbing, access ramps, wear mats, installation crew and park amenities as set forth in section B2.
- B1. The playground is to be designed by the Bidder to fit in a safety surfaced area (see photo below for measurements). The following components may **NOT** be included on the play structure: Panels with bubbles, windows, mirrors, tic-tac-toe or other rotating objects, no music components, or sand/ water panels. The following components **SHALL** be included in the structure:
 - 1. All uprights shall be 5"
 - 2. Minimum of two (2) roofs over a deck
 - 3. Minimum of two (2) steering wheels
 - 4. Low deck wide/side by side slide
 - 5. High deck slide
 - 6. Spiral type slide
 - 7. Horizontal climbers
 - 8. Horizontal ladder
 - 9. Curved climber
 - 10. Spiral climber
 - 11. Fireman's pole/snake pole
 - 12. Chain ladder/net (no rope or poly cord)
 - 13. ADA acceptable transfer station
 - 14. Two (2) ADA acceptable plastic aprons into the playground area
 - 15. Suspension bridge and/or arch bridge
 - 16. Crawl tube (crawl tube must have viewing holes)
 - 17. Swing set with a minimum of five (6) swings, of which 2

- shall be a face to face parent/child swing. This structure shall meet the design features of the main playground (i.e. – arched support posts)
18. Some type of climbing pods or pod steps



Fence size is:
83' x 80'

Currently Includes:
Play structure
3 Swing bays
2 Spring animals
4 Benches
4 Garbage Cans

- B2.** The park amenities to be quoted on include:
1. Two (2) 8' benches with backs, PVC coated, in-ground mount
 2. Two (2) 32 Gallon Trash Receptacle, PVC coated with dome lid, in-ground mount
- C.** Playground list and amenities list B1 and B2 represent the minimum amount of features required. The City anticipates that the structure will have additional features as proposed by the Bidder;
- D.** All slides are to be plastic material and/or rotationally-molded style. Decks shall be PVC coated, expanded, and/or stamped metal-no wood or plastic. Uprights may be either galvanized steel or aluminum. Uprights must be long enough to handle safety surfacing material and maintain proper elevation of play equipment features.
- E.** The frames containing the safety surface material shall be black in color and plastic or a derivative of such. This item shall be a minimum height of twelve (12) inches. The two (2) entryways into the playground shall have an ADA approved ramp style of entrance.
- F.** Bidder shall submit manufacturer's cut sheets on equipment to be supplied. Bidder must supply layout of playground and may submit a 3-dimensional drawing of the same.

- G.** The Bid shall indicate available colors for each playground piece. Colors will be selected by the City.
- H.** Bidder shall supply evidence of manufacturer's product liability insurance in the amount of not less than Two Million Dollars (\$2,000,000).
- I.** Factors that will be considered when choosing the best proposal will include, but not be limited to: color choices, number of components, total slide heights, variety, warranty, and uniqueness of layout/components.

V. EXECUTION:

- A.** The new equipment shall be installed by winning bidder at Daniels Park.
- B.** Installation shall be completed by May 8, 2026.

SPECIAL NOTE:

The name of the bidder must be included on the bid bond. If a manufacturer representative is named and/or signing the bid forms, his/her company must be named on the bid bond as well. No exceptions will be made.

All Bids shall state the name of the manufacturer and a certificate that the Bidder has the authority to represent the manufacturer for the bid.



CITY OF WILLOUGHBY, OHIO

REQUEST FOR BID

ADDENDUM #1 – Oct. 28, 2025

PLAYGROUND EQUIPMENT AND PARK AMENITIES

Presented by

**The City of Willoughby
One Public Square
Willoughby, Ohio 44094**

I. QUALITY AND SAFETY ASSURANCE:

- A. New equipment shall be installed as per manufacturers' instructions ~~by City of Willoughby employees under the supervision of a Supervisor provided by the successful bidder.~~
- B. All work shall meet or exceed the State of Ohio, Department of Transportation's Construction and Materials Specifications, "Item 499 Concrete General".
- C. All equipment furnished shall equal or exceed current American Society for Testing and Materials (ASTM), Section F1487-95, and/or be listed with the International Play Equipment Manufacturers Association (IPEMA). The equipment shall also conform to requirements of the Americans with Disabilities Act (ADA) guidelines for playgrounds.

II. PRODUCTS:

- A. The successful bidder shall supply playground equipment, plastic containment curbing, access ramps, wear mats, **engineered wood fiber surfacing**, installation crew and park amenities as set forth in section B2.
- B1. The playground is to be designed by the Bidder to fit in a safety surfaced area (see photo below for measurements). The following components may **NOT** be included on the play structure: Panels with bubbles, windows, mirrors, tic-tac-toe or other rotating objects, no music components, or sand/ water panels. The following components **SHALL** be included in the structure:
 - 1. All uprights shall be 5"
 - 2. Minimum of two (2) roofs over a deck
 - 3. Minimum of two (2) steering wheels
 - 4. Low deck wide/side by side slide
 - 5. High deck slide
 - 6. Spiral type slide
 - 7. Horizontal climbers
 - 8. Horizontal ladder
 - 9. Curved climber
 - 10. Spiral climber
 - 11. Fireman's pole/snake pole
 - 12. Chain ladder/net (no rope or poly cord)
 - 13. ADA acceptable transfer station
 - 14. Two (2) ADA acceptable plastic aprons into the playground area
 - 15. Suspension bridge and/or arch bridge
 - 16. Crawl tube (crawl tube must have viewing holes)
 - 17. Swing set with a minimum of ~~five~~ six (6) swings, of which 2