



City of Dayton, Kentucky Request for Bids (“RFB”)

Park Structure Repairs

**Issue Date:
Friday, March 7, 2025**

Issuing Department:
Administration Department
City of Dayton
514 6th Avenue
Dayton, KY 41074

I. Advertisement for Bids

The City of Dayton, KY, has issued a Request for Bids (RFB) for the following project:

Park Structure Repairs

Bids shall be submitted in an enclosed envelope, clearly marked with the following: "Sealed Bid for 2025 Park Structure Repairs." Bids must be delivered to:

City of Dayton
Clerk's Office
514 6th Avenue
Dayton, KY 41073

Bids must be time stamped by no later than 4:00 p.m. (EST) on Friday, March 21, 2025. Bids will be opened and read publicly by the City Clerk, or his/her alternate, at the time and date immediately following the bid opening, at Dayton City Building, 514 6th Avenue, Dayton, KY 41074.

It is the intention of the City of Dayton ("City") that this Request for Bids ("RFB") may result in competitive bidding. It shall be the vendor's responsibility to advise the City of Dayton if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Bids to a single source. Such notification must be submitted in writing and must be received by the City of Dayton no later than three (3) days after the opening date.

Said bids will be reviewed and referred to the Mayor. The Mayor reserves the right, on behalf of the City, to reject any and all bids and waive any informalities. A copy of the bid documents may be obtained via the City's website at www.daytonky.com . Additional questions may be directed to the Assistant City Administrator Jerrod Barks at jbarks@daytonky.com or (859) 491-1600.

I. General Scope of Work

A. Gil Lynn Park Garage

- a. Remove all existing roofing material
- b. Remove existing wood siding as needed
- c. Replace plywood underlayment as needed
- d. Repair rafter tails as needed
- e. Install water/ice shield
- f. Install "standing seam" metal roofing
- g. Replace all fascia boards and soffits as needed
- h. Install Hardie-board type siding on exterior walls

B. Gil Lynn Park Concession Stand

- a. Remove all existing roofing material
- b. Replace plywood underlayment as needed
- c. Repair rafter tails as needed
- d. Install water/ice shield
- e. Install "standing seam" metal roofing
- f. Repair interior power fans
- g. Replace all fascia boards and soffits as needed
- h. Install Hardie-board type siding on exterior walls

C. Gil Lynn Park Pavilion

- a. Remove all existing shingles
- b. Remove vinyl on left and right gables
- c. Replace plywood underlayment as needed
- d. Repair rafter tails as needed
- e. Install water/ice shield
- f. Install "standing seam" metal roofing
- g. Replace all fascia boards and soffits as needed
- h. Install Hardie-board type siding on exterior walls

D. Sargeant Park Pavilion

- a. Remove all existing shingles
- b. Remove vinyl on left and right gables
- c. Replace plywood underlayment as needed
- d. Repair rafter tails as needed
- e. Install water/ice shield
- f. Install "standing seam" metal roofing
- g. Replace all fascia boards and soffits as needed
- h. Install Hardie-board type siding on exterior walls

II. General Terms & Conditions

A. Opening Location

The bids will be opened at the City of Dayton, City Building, 514 6th Avenue, Dayton KY 41074. All bidders will be notified of the outcome of the RFB after the decision has been made.

B. RFB Delivery Requirements

Any bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the City of Dayton on or before the due time and date indicated. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the City of Dayton, City Clerk's Office by the due date. Bids delayed by mail and delivered beyond the due date and time shall not be considered and shall be rejected. Arrangements may be made for their return at the bidder's request and expense.

C. Clarification and Addenda

Each bidder shall examine all Request for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Request for Bid shall be made through the City of Dayton in writing or through email. The City of Dayton shall not be responsible for oral interpretations given by any City of Dayton employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting their bid to contact the City of Dayton, to determine if addenda were issued and to make such addendum a part of their bid.

D. Legal Name and Signature

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, partnership, or individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid.

Bidder shall sign the Request for Bid in the proper section with a manual signature of an authorized representative and shall enter his or her title and date of the quote. Failure to properly sign the bid form shall invalidate it, and it shall not be considered for award.

E. Irrevocable Offer

Any bid may be withdrawn up until the date and time set above for opening of the RFB. Any quote not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 60 days to provide to the City of Dayton the goods and/or services set forth in the attached specification until one or more of the bids have been duly accepted by the City.

F. Reserved Rights

The lowest responsible bidder shall mean that the bidder who makes the lowest bid to sell goods and/or services of a quality that conforms closest to the quality of goods and/or services set forth in the attached specifications or otherwise required by the City and who is known to be fit and capable to perform the quotation as made.

To be responsive, a bidder shall submit a bid that conforms in all material respects to the requirements set forth in the Request for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit that will ensure good-faith performance.

The City of Dayton reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to current financial statement; verification of availability of equipment and personnel; and past performance records.

G. The Right to Audit

The bidder agrees to furnish such supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

H. Applicable Laws

All applicable laws and regulations of the Commonwealth of Kentucky and the City of Dayton will apply to any resulting agreement, contract, or purchase order. Venue for dispute resolution shall be in a court of competent jurisdiction in Campbell County, Kentucky.

I. Code of Ethics

With respect to this RFB, if any bidder violates or is a party to a violation of the Commonwealth of Kentucky statutes or City of Dayton ordinances, such bidder may be disqualified from furnishing the goods and/or services for which the bid is submitted.

J. Collusion

By offering a submission to this Request for Bids, the bidder certifies the bidder has not divulged, discussed, or compared his quote with other bidders and has not colluded with any other bidder or parties to this RFB whatsoever. Also, the bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that in connection with this RFB:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- b. Any prices and/or cost data quoted for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. The only person or persons interested in this bid are the principal or principals named therein and no person other than therein mentioned has any interest in this bid or in the contract to be entered into and;
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

K. Contract Forms

Any agreement, contract, or purchase order resulting from the acceptance of a bid shall be on forms either supplied by or approved by the City.

L. Indemnity

After notification of award, the successful bidder shall indemnify and save harmless the City of Dayton from and against all claims, suits, actions, damages, or causes of action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of or as a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgments, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or purchase order shall be deemed to affect the rights, privileges, and immunities of the City of Dayton as set forth in Kentucky statutes.

The successful bidder(s) covenants and agrees to indemnify and save harmless the City of Dayton and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which the City of Dayton may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or failure of care or skill, negligence, or default or breach of contract, guaranty, or warranty, by the successful bidder(s), its employees, agents, or assigns.

M. RFB Forms, Variances, Alternates

Bids must be submitted on attached City of Dayton RFB forms, although additional information may be attached. Bidders must indicate any variances from the City of Dayton requested specifications, terms, and conditions, on the RFB Affidavit of Compliance form, otherwise bidders must fully comply with the City of Dayton requested specifications, terms, and conditions. Alternate bids may or may not be considered at the sole discretion of the Mayor.

N. Modification or Withdrawal of Bid

A modification of a bid already received will be considered only if the modification is received prior to the time announced for opening of bids. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid. Modifications submitted by email, telephone, telegraph, or facsimile will not be considered.

Any bidder may withdraw his/her/its bid by giving written notice to the City Clerk at the place such bids are to be received and at any time prior to the time announced for opening of the bids.

O. Errors in Bid

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the bid, the unit price shall govern.

P. Prices Offered

Give both unit price and extended total. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the quote, the unit price quoted will govern. All prices F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt shall be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

Q. Discounts

Any and all discounts must be incorporated as a reduction in the quote price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).

R. Descriptive Information

Unless otherwise specifically provided in the specifications, all equipment, materials, and articles incorporated in the product and/or work covered by the agreement are to be new and of the suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, or article or patented process, by trade name, make, or catalog number shall not be construed as limited competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish to the City of Dayton the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to the City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A quote containing a substitution is subject to disqualification if the substitution is not approved by the City. Specified items bid shall be identified by brand name, number, manufacturer, and model.

S. Deviations to Specifications

All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

T. Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the supplier represents to the City of Dayton, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to the City any money which has been paid for same. The supplier will be responsible for attorney fees in the event the supplier defaults and court action is required.

U. Quality Terms

The City of Dayton reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damages.

V. Tax-Exempt

The City of Dayton is exempt from sales tax and Federal excise tax.

W. Awards

- a. Unless otherwise stated in the Request for Bids, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity of technicality in bids received.
- c. Awards will be made to the Bidder whose quote (1) meets the specifications and all other requirements of the Request for bid and (2) is the best bid, considering price, delivery, responsibility of the Bidder and all other relevant factors.

X. Cancellation

It is the intention of the City of Dayton to purchase material from sources of supply that will give prompt and convenient shipment service. Any failure of the supplier to satisfy the requirements of the City of Dayton shall be reason for termination of the award. Any bid may be rejected in whole or in part for good cause when in the best interest of City of Dayton.

Y. Equal Employment Opportunity Clause

The City of Dayton Kentucky, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, that minority businesses will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Z. Budgetary Constraints

The City of Dayton reserves the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

NOTE: Any and all special conditions and specifications attached hereto, which vary from the general conditions, shall take precedence.

**CITY OF DAYTON
BID FORM**

Submitted By: _____

Address: _____

Phone Number: _____

Email Address: _____

Name of Submitter: _____

Title of Submitter: _____

Dated Submitted: _____

Pursuant to and in accordance with the above stated Request for Bids, the undersigned hereby declares that they have examined the RFB documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their bid is accepted to furnish the item(s) submitted below, including delivery to destination stated on opening page in accordance with the delivery schedule indicated below and according to the prices, products/services information submitted.

Estimated Timeline of Project Start: _____

Estimated Timeline of Project Finish: _____

Project Site	Bid Cost
Gil Lynn Park Garage (203 Green Devil Lane)	
Gil Lynn Park Concession Stand (203 Green Devil Lane)	
Gil Lynn Park Pavilion (203 Green Devil Lane)	
Sargeant Park Pavilion (999 Covert Run Pike)	

Differences from listed specifications:

Total Bid Cost: _____