



**Chris Mabry, CFO**  
**2616 South Clack**  
**Abilene, Texas 79606**  
**Phone # 325-690-5118**  
**Fax # 325-690-5228**  
**E-mail cmabry@bettyhardwick.org**

**INVITATION TO BID**

**BID TITLE**

**Parking Lot - Buildings at 2616 and 2626 South Clack**

**Bid Number: 18-10**

**RETURN DATE: August 31, 2018**

**OPENING TIME: 2:00 P.M.**

**CONTACT PERSON: Ken Robinson**  
**(325) 690-5297**

## TERMS AND CONDITIONS

The Betty Hardwick Center is soliciting bids for furnishing the merchandise, supplies, services, and/or equipment set forth in this Invitation to Bid.

All bids must be received in the accounting department, Suite 135, 2616 South Clack, Abilene, Texas, 79606, no later than 2:00 p.m., August 31, 2018. Public Opening of the bids will be held in the CFO office at 2616 South Clack at that time. All bids which are mailed, shipped, etc. should be addressed as follows:

Betty Hardwick Center  
2616 South Clack  
Abilene, Texas, 79606  
Attn: Chris Mabry

All bids must be in sealed envelopes clearly marked with Bid Number and Bid Title. Completed Bids must contain one (1) original and one (1) copy. Original bid must be clearly marked "ORIGINAL" and contain all original signatures.

The Betty Hardwick Center reserves the right to reject in whole or in part any or all bids, waive minor technicalities, and award the bid which best serves the interest of the Center.

Late bids will be returned to the Bidder unopened. Betty Hardwick Center will not be responsible for un-marked, or improperly marked bids or bids delivered to the wrong location.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the Bidder to guarantee authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Maintenance supervisor or with the approval of the Betty Hardwick CEO. All bids become the property of the Center and will not be returned to the Bidder.

The Betty Hardwick Center is exempt from Federal excise and sales tax; therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Invitation to Bid. The period of acceptance of this bid will be thirty (30) calendar days minimum unless a different period is noted by the Bidder.

Bids must be submitted on the attached Bid Worksheet. By returning the signed Bid Worksheet, bidders certify that:

1. A packing list or other suitable shipping documents shall accompany each shipment and shall show (a) name and address of vendor, (b) name and address of the receiving department,

- (c) Betty Hardwick Center Purchase Order (if applicable), and (d) the description of the material shipped, including item number, quantity, etc.
2. Delivery terms and transportation charges are to be FOB Destination Freight Prepaid. All charges for delivery and transportation are to be included in the bid price.
  3. Invoices shall be sent directly to the Accounting Department, 2616 South Clack Street, Abilene, Texas, 79606. Payments will be processed within 30 days after receipt of the invoice or items, whichever is later. Invoices must be itemized and must reference the Betty Hardwick Center Purchase Number to be processed.
  4. Payment shall not constitute an acceptance of the item(s) bid nor impair the Center's right to inspect or any of its remedies.
  5. Goods, supplies, equipment and services pertaining to this contract shall be F. O. B. inside delivery to:

Betty Hardwick Center  
2616 South Clack  
Abilene, Texas, 79606
  6. Hours of delivery/service shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise stipulated.
  7. All prices are to be firm for ninety (90) calendar days.
  8. Bids should be lump sum priced using the Bid Worksheet form included with this bid. Purchases will be made on a cash basis. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.
  9. The price to be paid by the Center shall be that contained in the Bid Worksheet, which the Bidder warrants to be no higher than Bidder's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.
  10. A list of references of current users is to be furnished in the bid worksheet. Failure to do so may render the bid unresponsive.
  11. The bidder shall attach to the Bid Worksheet, and it shall be made a part of this bid, regularly printed literature as published by the manufacturer, which sets out and describes the goods, equipment, or supplies to be furnished by the bidder.
  12. Any bids not conforming to the specifications shall be rejected. It will be the responsibility of the bidder to conform to the specifications unless deviations have been specifically cited by the vendor and acceptance made based on the exception.
  13. The Betty Hardwick Center's Board of Trustees will award the bid, which will be followed by the issuing of a Purchase Order and a letter noting the award. The purchase order or letter

of award, together with the signed Bid Worksheet will be construed as the contractual agreement.

Betty Hardwick Center may sign a contract provided by the successful bidder, however any part of bidder's contract which contradicts any part of the terms, conditions and specification requirements of this Invitation to Bid shall be considered null and void.

14. Special Notation: A comparative performance evaluation may be required to assist in the determination of overall efficiency of similar units. This may include, but is not limited to, samples of supplies or field test of equipment.

15. Item(s) bid are subject to the Center's inspection and approval within a reasonable amount of time. If specifications are not met, material may be returned at bidder's expense and risk for all damages incidental to the rejection.

16. Evaluation Criteria shall include, but is not limited to the following:

- A. Unit Price
- B. Delivery
- C. Vendors past performance record with Betty Hardwick Center
- D. Betty Hardwick Center's evaluation of vendor's ability to perform
- E. Betty Hardwick Center's experience with product(s) bid
- F. Special needs and requirements of the Center
- G. Results of performance evaluation (if requested or needed)

The Betty Hardwick Center reserves the right to select evaluation methods deemed most appropriate. Each bid will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

17. All insurance requirements, including Workers' Compensation, as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of this contract. Workers' Compensation Affidavit must be completed, signed and returned with the Bid Worksheet.

18. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specific article or material shall be understood as descriptive, not restrictive.

19. Quantities indicated on the Bid Worksheet are estimates based upon the best available information. The Center reserves the right to increase or decrease the quantities to meet its actual need without any adjustments in the bid price.

20. Title and Risk of Loss of goods, supplies, equipment, or services shall not pass to the Center until the Betty Hardwick Center receives and takes possession of the goods, supplies, equipment, or services at the point(s) of delivery.

21. Continuing non-performance of the vendor in the terms of this Contract shall be a basis for the termination of the contract by the Center. Betty Hardwick Center shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
22. The Contract may be terminated by either party upon sixty (60) days written notice prior to cancellation.
23. The Bidder warrants that the product sold to the Center shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970.
24. The Bidder agrees that the goods, equipment, supplies, or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the Bidder to any customer for such goods, equipment, supplies, or services.
25. Contractor shall provide the defense for and indemnify and hold harmless the Betty Hardwick Center from all claims, suits, causes or action, and liability arising out of the execution of this contract or in connection with Contractor's use of the premises thereunder.
26. The Bidder shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract "void" at the option of the Center.

**REQUIREMENTS & SPECIFICATIONS**  
**BHC. 18-10 Parking Lots at 2616 & 2616 S. Clack**

It is the intent of these specifications to obtain competitive bids from qualified vendors to furnish materials, equipment and labor to repair and overlay the asphalt parking lots at the Betty Hardwick Center's buildings at 2616 and 2626 South Clack. Vendors will be required to furnish bids for a Turn Key project.

**REQUIREMENTS:**

Project: Repair and overlay asphalt at 2616 South Clack and 2626 South Clack. Approximate square footage at 2616 S. Clack and 2626 S. Clack is 98,306 in the parking areas. The alleyway is an additional 37,111 sq. ft. and should be bid separately.

**Performance and Payment Bond:**

The successful Contractor will be required to provide a Performance, Labor and Material Payment Bond in an amount equal to 100% of the total Contract amount of the Bid, if the bid exceeds \$50,000.00. The bonds must be executed by a corporate surety approved by the Owner and the State of Texas. The bond must be provided within thirty (30) days after the date of signing a contract or the issuance of a purchase order following the acceptance of the bid and prior to commencement of the actual work, Vernon Texas Code Annotated, Local Govt. sec. 262.032 (b).

**Contractor's Liability Insurance:** Attach to Bid Worksheet

Contractor shall furnish Certificates of Insurance verifying that there is sufficient liability coverage to meet minimum insurance qualifications. Liability insurance shall be in effect until work is completed and approved by Taylor County. Minimum insurance qualifications are as follows:

	General Liability:	
Each occurrence -		\$500,000.00
General Aggregate -		\$1,000,000.00
	Automobile Liability:	
Bodily Injury per person -		\$100,000.00
Bodily injury per occurrence -		\$300,000.00
Property damage -		\$500,000.00
Bodily injury and property damage combined, single limit -		\$500,000.00

**Workers' Compensation Insurance:**

Workers' Compensation insurance, as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of this contract. Workers' Compensation Affidavit must be completed, signed and returned with the Bid Worksheet.

**A Pre-Bid conference is not necessary.** All Vendors wanting to view the parking area/or have questions answered should contact Ken Robinson @ 325-690-5297 or krobenson@bettyhardwick.org.

**SPECIFICATIONS:**

**I.T.B. 18-10 Repair and Overlay Asphalt – 2616 & 2626 South Clack**

**SCOPE OF WORK:**

- #1 Repair asphalt via saw cut and tacking.
- #2 Repair and fill cracks.
- #3 Overlay entire square footage in 3 parking areas. Include bid for alley way as possible addition.
- #4 Overlay should be 2 ½ inches thick, compressed to 2 inches and finished with milled edges
- #5 Parking lot areas shall be striped.

**Warranty:** Provide information about the terms and conditions of warranty on completed work.

**BID WORKSHEET**

**BHC 18-10 2616 & 2626 S. Clack**

In accordance with the terms and conditions of Invitation to Bid, BHC 18-10 – Repair and Overlay Asphalt – 2616 & 2626 S. Clack Buildings and with full knowledge of the terms and conditions, we agree to furnish materials and labor for the price indicated below:

Turn Key Project: Repair and Overlay Asphalt–2616 and 2626 South Clack

TOTAL PRICE: \_\_\_\_\_

Turn Key Project: Repair and Overlay Asphalt – Alleyway

TOTAL PRICE: \_\_\_\_\_

ESTIMATED NUMBER OF DAYS FOR COMPLETION \_\_\_\_\_

Warranty: NUMBER OF YEARS: \_\_\_\_\_

Include with the Bid Worksheet:

1. Performance & Payment Bond
2. Certificates of Insurance (Copy)
3. Worker’s Compensation Affidavit

References:

List two (2) reference for which bidder has supplied similar equipment and/or supplies. Please include phone number and name of contact person. Other governmental units are preferred. (#10, page 3)

Business	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____

The undersigned affirms that they are duly authorized to execute this bid, that this bid has not been communicated to any other bidder prior to the official opening of this bid.

Name and Address of Bidder

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All unsigned bids will be disqualified

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

Name: \_\_\_\_\_

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

Phone No: \_\_\_\_\_



**WORKERS' COMPENSATION AFFIDAVIT**

**STATE OF TEXAS  
COUNTY OF TAYLOR**

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§**

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn, upon oath declared that the statements and capacity acted in are true and correct.

I am a duly authorized officer of \_\_\_\_\_ and hereby certify that all "persons providing services on the project" will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commissioners' Division of Self-Insurance Regulation. Providing false or misleading information may subject the company to administrative penalties, criminal penalties, civil penalties or other civil actions.

I furthermore certify that the company will provide, to Betty Hardwick Center, certificates of coverage showing statutory workers' compensation insurance coverage for all "persons providing services on the project", including all entities.

I hereby acknowledge that "persons providing services on the project" includes all persons or entities performing all or part of the services the company has undertaken to perform on the project, regardless of whether that person contracted directly with the company and regardless of whether that person has employees. This includes, without limitation, independent companies, contractors, subcontractors, leasing companies, motor carriers, owner-operators, and employees of any such entity that furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor transportation, or other service related to the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

I furthermore acknowledge that failure to comply with any of these provisions is a breach of contract by the company which entitles the Betty Hardwick Center to declare the contract void if the company does not remedy the breach within ten days after receipt of notice of breach from the Center.

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

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

**Subscribed and sworn to before me, this \_\_\_\_\_ day of 2018, certify which witness my hand and seal of office:**

\_\_\_\_\_  
**Notary Public – Signature**

