



# **REQUEST FOR PROPOSALS**

**RFP 17-13**

## **ASBESTOS ABATEMENT AND DEMOLITION OF OLD HIGH SCHOOL GYM**

Issued by:

City of Kingsville - Engineering Department  
400 W. King Ave  
Kingsville, TX 78363

Sealed Request for Proposals (RFP) addressed to Deborah Balli, Finance Director, City of Kingsville will be received on **Wednesday, April 19<sup>th</sup>, 2017** until **1:30 p.m.**, at the City of Kingsville City Hall (3rd Floor) located at 400 W. King Avenue, Kingsville, TX. RFP's must be in the City of Kingsville's possession on or before the aforementioned date and time (no late submissions will be accepted).

A non-mandatory Pre-Bid Conference will be held on **Wednesday, April 12<sup>th</sup>, 2017** at **2:00 p.m.** at the Kingsville City Hall Community Room, 400 W. King Ave., Kingsville, TX 78363 with an on-site visit being a portion of the proceedings.

## **ASBESTOS ABATEMENT AND DEMOLITION OF OLD HIGH SCHOOL GYM**

RFP's received past the aforementioned deadline will not be considered. The City will evaluate RFP's and make a selection based on the firm's technical ability, experience, and ability to perform the work. The City will not provide compensation or defray any costs incurred by any firm related to the response to this request. The City reserves the right to negotiate with any and all persons or firms. The City also reserves the right to reject any or all RFP's, or to accept any deemed most advantageous to the City, or to waive any irregularities or informalities in the RFP's received, and to revise the process schedule as circumstances arise.

Submittals must be clearly marked:

### **RFP 17-13 Asbestos Abatement and Demolition of Old High School Gym**

Submitted to: Deborah Balli  
Finance Director  
City of Kingsville  
400 W. King Ave.  
Kingsville, TX 78363

## **INTRODUCTION:**

The City of Kingsville (City) is requesting Competitive Sealed Proposals from qualified firms interested in contracting with the City to provide asbestos abatement and demolition services for the removal of a 12,000-square foot structure that was once a gymnasium for the old H.M. King High School in the Downtown District.

The structure is located on the 100 Block of North 3<sup>rd</sup> Street between the City of Kingsville City Hall Building and the Kingsville Independent School District Administration Building.

Lat: 27°31'1.14"N

Lon: 97°52'21.48"W

## **SCOPE OF SERVICES:**

Contractors interested in obtaining a contract with the City of Kingsville for providing asbestos abatement and demolition services shall prepare a written bid to include, but not limited to, the following:

- A quote on the removal of the asbestos identified in the structure flooring, tile/mastic, sheetrock texture/joint compound, sheet vinyl flooring, window caulking, chalk board mastic and roof parapet as specified in the attached Asbestos Survey.
- Removal and disposition of asbestos shall be in accordance with industrial standards as well as all Federal, State, and local regulations.
- All materials identified as asbestos containing must be removed and disposed of by properly trained personnel.
- A quote on the demolition of the aforementioned structure.
- All utilities and wires (gas, electric, water, sewer, and telephone) shall be disconnected per rules/regulations of authorities having jurisdiction.
- The contractor will be responsible for pulling and paying for all necessary permits.
- The contractor will take whatever steps necessary to monitor the road for debris.
- All rubbish or debris resulting from demolition work shall be removed from the premises during and/or upon the completion of work, leaving the site area acceptable to the City of Kingsville.
- The contractor will provide receipts certifying disposal of materials at a legal landfill, certified hazardous waste site or recycling center (where applicable).

**INSURANCE**

**I. CONTRACTOR’S LIABILITY INSURANCE**

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City’s Risk Manager and the Public Works Director, 1 copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City’s Risk Manager. The City of Kingsville must be listed as an additional insured on the General Liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies including Workers’ Compensation. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
<b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS’ COMPENSATION	Statutory
EMPLOYER’S LIABILITY	\$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

**II. ADDITIONAL REQUIREMENTS**

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices required by this exhibit shall be given to City at the following address:
- City of Kingsville  
Attn: Risk Manager  
P.O. Box 1458  
Kingsville, TX 78364
- D. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City of Kingsville and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Kingsville where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City. An All States Endorsement will be required for companies not domiciled in Texas; and
  - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's work should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Kingsville for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

## **II. STATEMENT OF QUALIFICATIONS**

At a minimum, responder's response must contain the following information:

- A. **Responder's Experience and Qualifications:** The responders must demonstrate a strong established working relationship with all firms they are proposing to utilize on this project. Must show experience with similar projects and proven working relations with other government entities.
- B. **Approach:** Describe the firm's qualifications and experience with this type of work. Give examples and reference contact information for previous similar projects.
- C. **Schedule:** Provide an estimated project schedule to complete the scope of work described above.
- D. **Safety:** Provide information regarding firm's safety record, and describe the specific safety measures/plan to be used in this project to protect personnel, public, structures and infrastructure.
- E. **Price:** Price must include any/all fees related to the project requirements.

## **EVALUATION CRITERIA**

The proposals will be evaluated and ranked per the following criteria:

- 1. Price (0-50 points)**
- 2. Qualifications & Experience (0-20 points)**
- 3. Approach (0-20 points)**
- 4. Schedule (0-10 points)**

**TOTAL POSSIBLE SCORE**

**100 POINTS MAXIMUM**

The City will rank the responses to this RFP per the criteria listed above and will negotiate with the highest ranked person/business regarding an acceptable contract with the City of Kingsville. If negotiations are unsuccessful, the negotiations will be terminated and the City of Kingsville will negotiate with the second highest ranked person/business. This process will continue until an agreement with a person/business is reached.

All work as specified in this RFP shall begin within 30 days following the award of bid as notified in writing by the City of Kingsville.

## **SUBMITTAL REQUIREMENTS**

RFP shall be submitted in a sealed envelope as referenced on the attached solicitation. One (1) signed original marked “**ORIGINAL**”, **three (3)** complete sets marked “**COPY 1**”, “**COPY 2**”, etc. RFP **WILL** be accepted in person or by United States Mail. RFP **WILL NOT** be accepted via oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission. RFP may be withdrawn prior to the above scheduled time set for closing. Alterations made before RFP closing must be initiated by respondents guaranteeing authenticity. Submittal of a response to this RFP constitutes an offer by the respondent. Once submitted, the RFP becomes the property of the City of Kingsville and as such the City reserves the right to use any ideas contained in any response regardless of whether that respondent/firm is selected. Submission of a proposal in response to this solicitation, by any respondent, shall indicate that the respondent(s) has accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent. RFP which do not comply with these requirements may be rejected at the option of the City. RFP must be filed with the City of Kingsville before the deadline day and hour. No late RFP will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualifying a proposal.

*Address Delivery:* Deborah Balli  
Finance Director  
City of Kingsville  
400 W. King Ave.  
Kingsville, Texas 78363