



THE COUNTY OF GALVESTON

BRUCE A. HUGHES, CPPO, CPPB
PURCHASING AGENT

RUFUS CROWDER, CPPB
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 MOODY AVE (21ST ST.)
5TH FLOOR
GALVESTON, TEXAS 77550
(409) 770-5371

March 29, 2010

RE: ADDENDUM #2
RFP #B102007, DEMOLITION SERVICES FOR BUYOUT PROGRAM

Dear Proposers,

RFP #B102007 – Demolition Services Buyout Program, re-scheduled per Addendum #1 to be opened on Thursday, April 1, 2010 at 10:00 a.m., has been re-scheduled.

The new deadline for submitting proposal packets is as follows:

Date: Thursday, April 8, 2010
Time: 10:00 a.m.

Please send RFP submittals to:
Galveston County Purchasing Agent
Attention: Bruce Hughes, CPPO, CPPB
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550

As a result of the questions regarding RFP #B102007, Demolition Services for Buyout Program, the following responses are being provided to aid in preparation of your proposal submittal(s).

Question: *On page 2 of the RFP under Item 10, "Pricing" – "Proposals will be either lump sum or unit prices as shown on the proposal sheet." Page 33 of the RFP says: "Hereby agrees to provide the requested services as defined herein for a total contract price of:" Page 36 of addendum #1 is by unit price. Since no list of addresses of the properties is given, the only way a price can be given is by unit price. How do we affix a contract price and comply with the statement on Page 33 or what statement do we need to provide on Page 33 to comply with this statement?*

Response: Disregard the statement "Hereby agrees to provide the requested services as defined herein for a total contract price of:" on page 33 of the Special Provisions. All proposers should submit pricing by unit price as specified on page 36 of the Proposal Response form that was provided with Addendum #1.

Question: *Also on page 2 of the RFP under Item 11, "Procurement Card Program" – We have worked several state and municipal projects in the past and were allowed to provide "wiring instructions" to our bank. Is this acceptable? If we decided to accept payment via credit card or if we are granted permission to provide "wiring instructions" where would you like this information noted on our proposal submittal?*

Response: The County does not normally prefer wiring payments; however if allowed the instructions would come from the County Auditor. Please provide the wiring information on a separate piece of paper and include it with your proposal.

Question: *Page 15 of the RFP under Item 4, "Completion Time" – Has consideration been given to inclement weather and days allowed for the ground to dry so that work can resume? Is this scenario considered under Item 12, "Extension of Time" on page 18 of the RFP?*

Response: Consideration will be given to inclement weather situations. However, the instructions given on Special Provisions, page 18, item #12, Extension of Time, should be followed in these instances.

Question: *On Page 33 of the RFP under "Items" – Are we to provide copies of all addenda in our package? It is my understanding that in order for us to have a compliant RFP submission Pages 33, 34, 35, Pages 36 and 37 of addendum #1, and our "Bid Bond" are what is required to have a successful RFP submission.*

Response: No, please do not include copies of Addenda with your proposal submittal. Checking the spaces verifies that you received the addenda.

Question: *Will an email stating the number of addendum be sent to all proposers once all addenda have been sent?*

Response: No, you must acknowledge receipt of all addenda on the Proposal Response Form on page 33.

Question: *Just to make sure I'm clear on line items 1-6, do you want the cost per structure up to the size indicated or per square foot for a structure of the sizes indicated?*

Response: Responses should reference square foot for the structure of size indicated. These are ranges to get a price break by the square foot. All structures up 1500 sq feet would cost \$X per square foot. Example a 1000 sq foot house @ \$3.25/sq. ft would be \$3250. A 1499 sq. ft house @ 3.25/sq. ft would cost \$4871.75 to demolish (this includes disposal).

Question: *I received Addendum #1 and not sure how the cost of the performance and payment bonds will be accounted for. Typically the contractor cost is a percentage of the total contract price but in this case we don't have a total contract price. I've never had this issue come up before. How did you envision this? I have seen line items for this where a percent was used.*

Response: **Performance and Payment Bonds**
Due the difficulty in assessing an **absolute** project amount, Proposers should adhere to the Performance and Payment Bond instructions as follows:

The County of Galveston may require Payment and Performance Bonds in the amount of 100% of the total amount of each contract ultimately awarded to the contractor responding to this Request for Proposals.

The proposer shall provide a statement from a bonding company authorized to do business in the State of Texas, that the proposer is eligible to receive Payment and Performance Bonds written by the bonding company. The bonding company shall specify the maximum amount of bonding capacity which the proposer is eligible to obtain from the bonding company.

In the event the proposer is unable to provide Payment and Performance Bonds, the proposer shall so state in its response to this RFP.

Contractors who are capable of bonding larger amounts may be eligible to receive a greater scope of work.

V.T.C.A. Government Code Chapter 2253, requires a Performance Bond (for contracts in the excess of \$100,000) and a Payment Bond (for contracts in excess of \$25,000), to be provided by the Contractor. Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company. The bond(s) will remain in full force and effect until final completion and acceptance of the work.

The bond(s) are to be made payable to the **County of Galveston**. They shall be written on forms provided by the surety for residential demolition projects in Texas *in the amount specified by the County*. A surety licensed to do business in the State of Texas must execute the bond.

Proposers should familiarize themselves with the entire provisions of V.T.C.A., Chapter 2253 and the penalties provided for its violation before submitting their proposal.

Question: *As we discussed, we are requesting clarification as to the insurance requirement for the Request for Bid Proposal for demolition work for the buy-out program, RFP #B101007. The insurance requirement is mention approximately 4 different times in the general requirements, special requirements, and vendor packet, and they are requesting various forms and types of insurance. Of note, is the requirement under one of the items for professional liability insurance.*

Response: The insurance requirements as specified in the General Provisions, page 8, item #36, Proof of Insurance should be adhered to. These requirements are listed below:

36. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful proposer and providing that the amount by reason of services limits of not less than the following sums:

- A. For damages arising out of bodily injury to or death of one person in any one accident - ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident - THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
- C. For any injury to or destruction of property in any one accident – ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

Question: Another issue we discussed is how to handle the mis-numbering of the various paragraphs of the general provisions, beginning on or about pages 10-11.

Response: The sheets with the corrected numbering are attached (**Attachment A**).

All proposers should make note of the following:

FILL DIRT:

For fill material used south (seaward) of the 200 foot from mean low tide line, all proposers should reference the **attached document (Attachment B)** for specifications regarding fill material, Section 1.01 through Section 2.01.

For fill material used north (landward) of the 200 foot from mean low tide line, all proposers should reference the **attached document (Attachment B)** for specifications regarding fill material, Section 3.01.

Please include evidence of compliance with Section 1.03 Submittals of the Attachment.

If you have any further questions regarding this RFP, please address them to Bruce Hughes, Purchasing Agent via e-mail at bruce.hughes@co.galveston.tx.us, via fax at (409) 621-7987, or contact the Purchasing Department at (409) 770-5371.

Please excuse us for any inconvenience that this may have caused.

Sincerely,



Rufus Crowder, CPPB
Assistant Purchasing Agent
Galveston County

Attachments

ATTACHMENT

A

GENERAL PROVISIONS DEMOLITION SERVICES FOR BUYOUT PROGRAM GALVESTON COUNTY, TEXAS

anyone to fix the proposal price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Proposal.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

42. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

43. MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Proposer's Federal Identification Number (FEIN); and
3. New Proposer's proposed operating plans.

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

44. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

45. ACCURACY OF DATA

Information and data provided through this RFP are believed to be reasonably accurate.

Proposer may tour the Station to verify information and data. Please contact the County Purchasing Agent to arrange to visit the Station.

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46. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

47. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

48. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

49. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the county.

CODE OF ETHICS – Statement of Purchasing Policy

"Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the county's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of the Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here."

General Ethical Standards

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement

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- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

50. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

To the County at:

Hon. James Yarbrough, County Judge
722 Moody
Second Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Bruce Hughes, CPPO, CPPB
Purchasing Agent
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax: (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax: (409) 770-5560

ATTACHMENT
B

FILL MATERIAL REQUIREMENTS

General Considerations

1.01 DESCRIPTION OF WORK

The work includes furnishing materials, labor, and equipment for excavating, minor debris removal, backfilling, and final grading related to the removal of structures, slabs, septic tanks and related material associated with the HMGP buy out program administered by Galveston County, and placement of imported and on-site sand/fill material.

1.02 REFERENCES

Publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

American Society for Testing and Materials (ASTM) Publications

D 2487 Classification for Soils for Engineering Purposes (Unified Soil Classifications System).

D 1140 Amount of Materials Finer than the No. 200 Sieve.

1.03 SUBMITTALS

Submittals under this section include the following:

1. Name and Location of The Proposed Imported Sand Source (Paragraph 1.04, B, 1)
2. Regulatory Approval Certifications for Imported Sand Source (Paragraph 1.04, B, 1)
3. Soil Classification Analysis (Paragraph 2.01, A)
4. #200 Sieve Analysis (Paragraph 2.01, A)
5. Chemical Analysis (Paragraph 2.01, B)

1.04 QUALITY ASSURANCE / QUALITY CONTROL

- A. Environmental Protection Requirements: Refer to Specification Section 02205, "Environmental Protection." Existing wetland areas adjacent to individual respective properties eligible for inclusion in the buyout program must not be disturbed, covered with fill, or used as borrow sites.
- B. Contractor-Furnished Sand (Imported): At least 10 days prior to construction, the following must be submitted:
 1. Name and location of proposed imported sand source must be submitted with associated regulatory approval certifications. Source must be an upland site with any wetlands within the site delineated and formally verified by the U.S. Army Corp of Engineers. Archeology review documentation with concurrence from the Texas Historical Commission must be submitted indicating that there are no cultural resources present on site. Source must be compliant with all County and City ordinances and regulations pertaining to excavation and beachfront construction.

2. Results of soil classification and #200 sieve analyses must be submitted to show acceptability of imported sand in accordance with the criteria in paragraph 2.01, A.
3. Results of chemical screening analysis must be submitted to show acceptability of imported sand in accordance with the criteria in paragraph 2.01, B.

2.01 MATERIALS

- A. Imported Sand: Imported sand must be beach-quality sand furnished by the Contractor. Sand must be clean, non-organic, cohesionless, and free of deleterious substances, cementitious material, rocks, concrete, debris, shell other than incidental quantities of shell fragments, organic impurities, and elongated flat particles which are susceptible to degradation. Sand must be classified as SW, SP, SC or SM in accordance with ASTM D2487 and have a maximum of 15% by weight of particles passing the #200 sieve when tested in accordance with ASTM D1140.
- B. Chemical Screening: Imported sand must be tested for contaminants as outlined below. Should heavy metal contaminants be detected, the levels must be compared to the Texas median background rates published by the Texas Commission on Environmental Quality (TCEQ). If levels exceed median background rates or State defined acceptable levels based on human health and ecological risk assessments, the material must be considered unsatisfactory unless approval is obtained from the Engineer and TCEQ. Any total petroleum hydrocarbons (TPH), total organic halides (TOX), or volatile organic compounds (VOC's) detected must be below standard detection limits. If levels exceed standard detection limits, the material must be considered unsatisfactory unless approval is obtained from the Engineer and TCEQ. The Contractor must bear all costs and responsibility for sampling, testing, and assessment to assure that the sand contains no hazardous substances.
 1. Total Recoverable Petroleum Hydrocarbons (TRPH), EPA 9071A or EPA 8440
 2. Heavy Metals (As, Ba, Cd, Cr, Hg, Pb, Se), EPA Method 3051 (use graphite furnace method for each metal except Hg, which has own method)
 3. Total Organic Halides (TOX), EPA Method 9020B
 4. Volatile Organic Compounds (VOC), EPA 8260
- C. Unsatisfactory Material: Material containing debris, not meeting the criteria of paragraph 2.01, A, or material with unacceptable chemical levels, as defined in paragraph 2.01, B, must be considered unsatisfactory material and must not be used as for fill for this project. All unsatisfactory material must be removed and disposed of off-site in accordance with applicable local, State and Federal laws and regulations.

3.01 FILL MATERIAL USED LANDWARD OF 200 FOOT LINE FROM MEAN LOW TIDE

For properties north (landward) of the 200ft line from mean low tide material must be of effective grain size, mineralogy, and quality as adjacent material. Material must not contain any of the hazardous substances listed in the Code of Federal Regulations, Volume 40, Part 300, in concentrations which are harmful to human health or the environment as determined by applicable, relevant, and appropriate requirements established by the local, state, and federal governments. Fill material must not be obtained from a wetland or delineated wetland area.