

**Request For Quotations (RFQ) No. Q19009,
Patio Fence Replacement at Alaniz**

1.0 THE AGENCY'S RESERVATION OF RIGHTS. The Agency reserves the right to:

- 1.1 **Right to Reject, Waive, or Terminate the RFQ.** Reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the Agency to be in its best interests.
- 1.2 **Right to Not Award.** Not to award a contract pursuant to this RFQ.
- 1.3 **Right to Terminate.** Terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.4 **Right to Determine Time and Location.** Determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFQ.
- 1.5 **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
- 1.6 **Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- 1.7 **Right to Reject any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFQ.
- 1.9 **Right to Prohibit.** At any time during the RFQ or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The Agency is soliciting pricing for Patio Fence Replacement at Andy Alaniz Gardens, 3801 Violet Rd, Corpus Christi, TX 78410. Contractor shall furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal and other items necessary to complete the work. Remove and replace 37 patio fences which are 27 linear feet each. Replace with new 6' dog eared pickets on vertically straight structure with bottom, middle and top horizontal braces. Use weather treated cedar material with galvanized fasteners. Secure to existing brace plates on concrete pads.

3.0 PROVISIONS.

- 3.1 **Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.
- 3.2 **Unauthorized Sub-Contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the

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contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

3.3 Award Period. Project to be completed within 50 days of Notice to Proceed or receipt of Purchase Order.

3.4 Licensing and Insurance Requirements. Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:

3.4.1 Workers Compensation Insurance. An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);

3.4.2 General Liability Insurance. An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;

3.4.3 Automobile Insurance. An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

3.4.4 City/County/State Business License. If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Corpus Christi, Nueces County, and/or the State of Texas.

3.5 Right to Negotiate Final Fees. The Agency shall retain the right to negotiate the amount of fees that are quoted by Approved Vendors.

3.6 Contract Service Standards. All work performed pursuant to this RFQ must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations. Industry and manufacturer standards apply.

3.7 Jurisdiction of Law. The laws of the State of Texas shall govern. The parties agree that Nueces County, Texas is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the

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prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.

3.8 Indemnification. Offeror shall fully indemnify, save, and hold harmless the Agency, its officers, employees, and agents (hereinafter "the Indemnities") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever based on personal injuries (including, without limitation on the foregoing, workers' compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of the contract, unless such injury, loss, or damage is caused by the sole negligence of the Indemnities. Offeror shall at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon, and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and/or actions.

3.9 Warranty. All products shall have a standard commercial or manufacturer's warranty.

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(1) Instructions. Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal.

(2) Resident Participation. Are you claiming a Resident participation business preference? Yes No (Are you Housing resident company or have Housing resident employees?)

(3) Debarred Statement. Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(4) Disclosure Statement. Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(5) Felony Disclosure. Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status. PLEASE NOTE: The Agency reserves the right to not make award to any proposer that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

(6) Non-Collusive Affidavit. The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to 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 proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said proposal are true.

(7) Proposer's Statement. The proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFQ as issued by the Agency, either in hard copy or referenced. Pursuant to all RFQ Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) entered within.

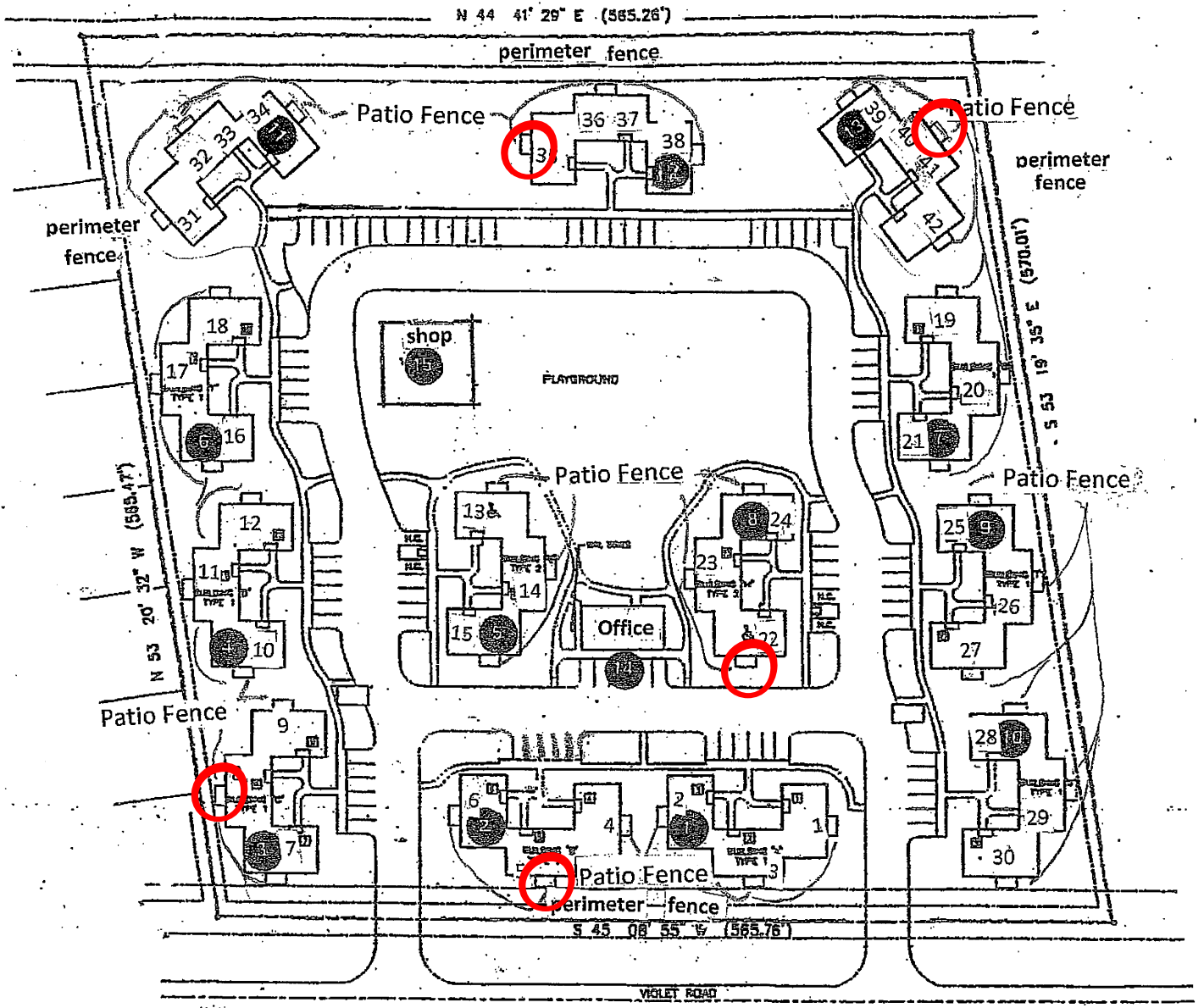
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(8) Quoted Price:

Description	Quantity	Unit Price	Total Price
1. Provide turnkey price to remove and replace 37 patio fences at Andy Alaniz Gardens.	37	\$	\$

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○ = Do not remove newer fences at Units #5, 8, 22, 35 & 40



Patio Fence.
Andy Alaniz Gardens I and II Site Plan

