

RECORDING FORM

To: ALISON - COUNTY JUDGE OFFICE
CARLA - COUNTY CLERK OFFICE

From: Purchasing - Pam Causey

Date: 4-23-2013

RFP # 2013-309 Nuisance Abatement

RFB # _____

Date approved in Commissioner's Court 4/22/2013

Rejected in Commissioner's Court
Requested to rebid: _____ Requested NO rebid: _____

Other: _____

Original Bids/Proposals/Quotes/Qualifications

Recap Sheet

Misc. documentation

Please file/scan in the County Clerk's Records.

RFP 2013-309: NUISANCE PROPERTY ABATEMENT
Recap Sheet

Opening Date: April 11, 2013, 2:00 p.m., at Johnson County Purchasing Office

	Vendor 1	Vendor 2	Vendor 3
Vendor	Dakotah Ventures	Lawn Works	Cornerstone Landscape Services
Address	Godley, TX	Cleburne, TX	Cleburne, TX
Less than 1 acre	\$ 250.00	\$ 100.00	\$ 150.00 (push mower, weed eat & zero turn mower)
1 Acre	\$ 350.00	\$ 125.00	\$ 260.00
More than 1 acre, less than 2	\$ 400.00	\$ 200.00	\$ 380.00
2 Acres and above	\$ 450.00 *	\$ 100.00 per acre	\$ 400.00 *
Section B: General Cleanup per hour	\$ 125.00	\$ 70.0 per hour \$90.00 per hour skidster, backhoe + dump fee	Per list: 18' trailer – 2 men \$60.00/hour; Chainsaw - \$20.00/hour; Caterpillar Skidster - \$65.00/hour; Toro Dingo mini skidster - \$65.00/hour; dump fee - \$250.00 per trailer load
Section C: Con/Dem Services per hour	\$ 125.00	\$ 30.00	N/A
Section C: Con/Dem Services Markup %	15%	40%	N/A
Original & 2 copies	Y	Y	Y
References	Y	Y	Y
Residence Certificate	Y	Y	Y
W-9	Y	Y	Y
Vendor Notations	* Plus above mentioned price per services performed	High-side landscape trailer \$300.00 per load 16x6x4; larger containers, price will vary	* above 2 acres will be \$60.00 man hour w/ zero turn mower; brush hog service to be determined per site

Attest: Pam Causey, Asst. Purchasing Agent; Heather Carmichael, Buyer

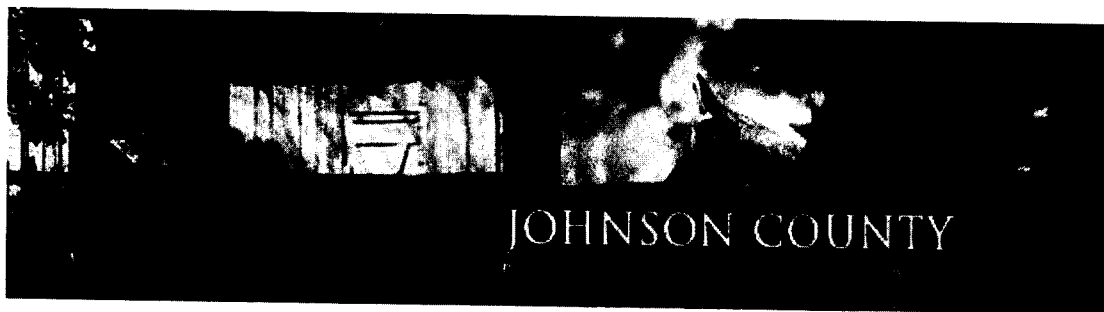
Laura Marks
Po Box 9133
Cleburne TX 76031

Johnson County Purchaser
Margaret
110
Suite B
Cleburne, TX 76031

J.C.

VENDOR NAME
Lawn Works

REQUEST FOR PROPOSAL
Nuisance Property Abatement
JOHNSON COUNTY



RFP 2013-309
DUE DATE: ~~March 28, 2013~~
EXTENDED DUE DATE: April 11, 2013
BY 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF PROPOSALS: Three (3) complete sets of all proposal documents (original and two (2) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Margaret Cook, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed proposals shall be received no later than: 2:00 P.M., ~~March 28, 2013~~, April 11, 2013.

MARK ENVELOPE: RFP 2013-309 FOR NUISANCE PROPERTY ABATEMENT FOR JOHNSON COUNTY.

LATE PROPOSALS: Proposals received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

PROPOSAL SHALL INCLUDE: This RFP and all additional documents submitted. Each proposal shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Proposal and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this proposal. Vendors are invited to attend.

If vendor does not wish to submit a proposal at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the proposal opening. Results will be sent to those who submitted a proposal.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the

right to reject any or all proposals as it may deem to be in the best interests of Johnson County. Receipt of any proposal shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of proposals, and vendor so agrees upon submittal of vendor's proposal. Proposals may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. *The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This proposal, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and,
5. Be otherwise qualified and eligible to receive an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Proposals will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFP, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by

any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no**

additional charges to Johnson County. Only original invoices will be accepted. In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this proposal.

ANY QUESTIONS relating to this Request for Proposal and Specification(s) shall be directed to Margaret Cook, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**RFP 2013-309: REQUEST FOR PROPOSAL
NUISANCE PROPERTY ABATEMENT**

GENERAL PURPOSE

Johnson County is seeking to contract with a competent firm(s) or individual with the necessary credentials and qualifications, that has experience to perform general clean-up of property as required. It is the intent of the Johnson County Commissioners' Court to utilize this contract on an "AS NEEDED BASIS."

TERMS OF ENGAGEMENT

This contract for general clean-up and abatement services for a one (1) year period, effective May 1, 2013 to April 30, 2014, with an option to renew for four (4) additional one (1) year periods. Johnson County reserves the right to reject any and all bids and/or to purchase from any State contract and/or inter-local agreements and/or to contract with multiple vendors, whichever is in the best interest of the County. Acceptance of this bid by Commissioners' Court shall constitute a contract between Johnson County and vendor.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

Vendor may submit a quote for any individual section of this specification. Specifications include **Section A: Mowing Services**, **Section B: General Cleanup Services**, and **Section C: Construction and/or Demolition Services**.

SPECIFICATIONS

Each Court Abatement order will specify the exact items that need to be done on a particular piece of property. Court Abatement judgments/orders may include, but are not limited to, the following specifications:

Section A: Mowing Services

- Mow, weed eat, and trim property specified in Court judgment/order;

Section B: General Cleanup Services

- As applicable, pickup and dispose of all debris in the proper manner. This may include hazardous waste type debris. Hazardous type items shall be disposed of per Texas Law

2. Automobile Liability
\$ 1,000,000.00 each accident Combined Single Liability
\$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such

and regulations. Vendor shall provide Johnson County with verification certificate and/or receipt of proper disposal, as applicable;

- Haul away rubbish, trash, trees, dirt, rock or other materials and debris, as applicable; and,
- Vendor shall be responsible for any disposal fees.
- Quote above services on flat hourly basis, including itemized equipment list with rate per hour, as applicable.

Section C: Construction and/or Demolition Service

- On occasion, drain in-ground swimming pool and fill with dirt, as applicable;
- Boarding up or removal of building, structure and/or house located on property;
- Structure removal, dirt work, and misc. repairs;
- Vendor shall provide any and all equipment, (i.e. haul trucks, backhoes, mowers, loaders and etc), fuel and labor to complete abatement; and,
- Vendor shall provide all materials necessary for repair and/or securing property or structure on property, as applicable.

Vendor Requirements:

- Vendor has fourteen (14) days to submit quote for service from receipt of the judgment/order;
- Vendor shall perform cleanup in a timely manner and to the satisfaction of authorized and/or assigned Johnson County personnel;
- Provide a list of three (3) past clients preferably with other governmental entities. The list should include contact name, address, and telephone number;
- List names and staff members who would have key responsibility for any portion of these projects;
- Vendor has the option to quote a flat hourly rate for services. Rate shall include everything (i.e. labor, materials, fuel, equipment, disposal fees);
- Vendor shall include an attached sheet listing all charges for (labor, materials, fuel, equipment, etc.);

- Vendor shall submit before and after photographs of site. Photographs may be submitted by email.
- Vendor shall attach a copy of the Abatement Order and a complete itemized list of service with invoice. NO INVOICES shall be held over thirty (30) days. Invoices shall be submitted to the County Public Works department on a monthly basis to ensure timely payment; and,
- Vendor shall abide by the following procedures:
 - a. Receive Court judgment/order from Johnson County Public Works Department;
 - b. Submit quote within fourteen (14) days of receipt of judgment/order;
 - c. Receive a purchase order for service prior to performing service;
 - d. Service is performed and completed to the satisfaction of Johnson County authorized personnel; and,
 - e. Submit invoice within thirty (30) days of completed service.

**RFP 2013-309: NUISANCE PROPERTY ABATEMENT
QUOTE SHEET**

Vendor shall have the ability to fulfill the service of nuisance property abatement as described in this proposal. Vendor may submit a quote for any individual section of this specification. Having read and understood the Instructions, Terms of Contract, insurance and specifications, vendor submits the following:

SECTION A: MOWING SERVICES

SERVICES	FEE	COMMENTS
	Mowing / Weed Eating	
Less than 1 acre	\$ 100	
1 acre	\$ 125	
More than 1 acre but less than 2 acres	\$ 200	
2 acres and above	\$ 100 / Per Acre	

SECTION B: GENERAL CLEANUP SERVICES

Flat hourly rate for all equipment used to facilitate the cleanup. Include itemize equipment list and rate per hour, as applicable.

\$ 70 per hour Skidster + dump fees
\$ 90 per hour backhoe

SECTION C: CONSTRUCTION AND/OR DEMOLITION SERVICES

Flat hourly rate for any repairs, construction and/or demolition, required by the abatement order

\$ 30 per hour
40 % Percentage mark-up for materials

Specify any additional costs: highside landscape trailer \$300/load
16x6x4. larger containers, price will vary

Any comments, additions, and/or exclusions shall be provided on separate page(s).

VENDOR ACKNOWLEDGEMENT

Until a contract resulting from this process is executed, no employee agent or representative of any professional services provider shall make available or discuss it proposal with the press, any elected official or appointed official or officer of the district, or any employee, agent or other representative of the county, unless given permission to do so in writing by the Johnson County Purchasing Agent, Margaret Cook, CPPB.

The Bidder hereby offers to furnish and deliver terms there stated and in strict accordance with the specifications and general conditions of bidding all of which are made a part of this offer.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offeror, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. Further, the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

NAME OF BUSINESS: Lawn Works
ADDRESS: PO Box 933
CITY/STATE/ZIP: Cleburne, TX 76033
OFFICE PHONE: 817-645-7010 FAX PHONE: 817-556-0267
CELL PHONE: 817-487-2414 EMAIL: Smlawnworks@yahoo.com
AUTHORIZED SIGNATURE: [Signature]
PRINTED NAME: Shawn McGonigill

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Johnson County requires a Residence Certification. §2252.001 *et seq.* of the Texas Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Lawn Works is a Resident Bidder of Texas
(Company Name)
as defined in Texas Government Code §2252.001.

I certify that _____ is a Nonresident Bidder as
(Company Name)
defined in Texas Government Code §2252.001 and our principal place of business is

(City and State)

**RFP 2013-309:
NUISANCE PROPERTY ABATEMENT
FOR JOHNSON COUNTY**

ADDENDUM ONE:

Johnson County is extending the due date for RFP 2013-307: Nuisance Property Abatement. The new due date is April 11, 2013 at 2:00 P.M.

ANY QUESTIONS relating to this Request for Proposal and Specification(s) shall be directed to Margaret Cook, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

Johnson County Purchasing Department
1102 E. Kilpatrick Suite B
Cleburne, TX 76031

References

Good Scents Services
Brittany Chavez
469-453-2031
initials@goodscentservices.com
10532 CR 2452
Royse City, TX

DeBie Construction
John DeBie
817-319-8460
dbtrim52@yahoo.com
408 E Vaughn
Cleburne, TX 76033

Palimino PM Inc
Ray Anderson
817-988-3190
rayandersoncpa@hotmail.com
PO Box 2791
Cleburne, TX 76033



RFA 2013-309

FOR Nuisance Property Abatement
Johnson County ORIGINAL

Shh

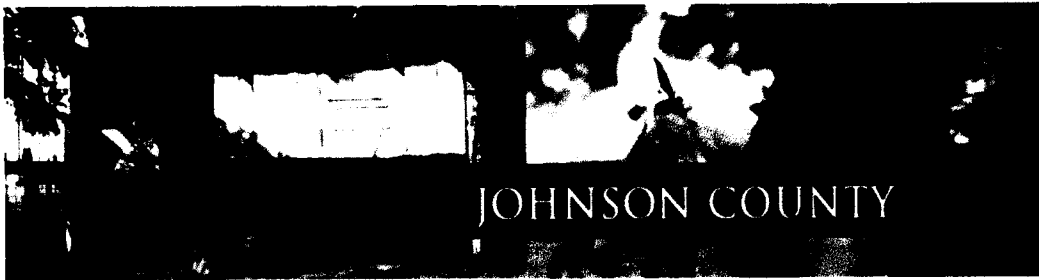
VENDOR NAME

Dakotah Ventures, Inc.

REQUEST FOR PROPOSAL

Nuisance Property Abatement

JOHNSON COUNTY



RFP 2013-309

DUE DATE: ~~March 28, 2013~~

EXTENDED DUE DATE: April 11, 2013

BY 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF PROPOSALS: Three (3) complete sets of all proposal documents (original and two (2) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Margaret Cook, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed proposals shall be received no later than: 2:00 P.M., ~~March 28, 2013~~, April 11, 2013.

MARK ENVELOPE: RFP 2013-309 FOR NUISANCE PROPERTY ABATEMENT FOR JOHNSON COUNTY.

LATE PROPOSALS: Proposals received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

PROPOSAL SHALL INCLUDE: This RFP and all additional documents submitted. Each proposal shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Proposal and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this proposal. Vendors are invited to attend.

If vendor does not wish to submit a proposal at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the proposal opening. Results will be sent to those who submitted a proposal.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the

right to reject any or all proposals as it may deem to be in the best interests of Johnson County. Receipt of any proposal shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of proposals, and vendor so agrees upon submittal of vendor's proposal. Proposals may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. ***The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.*** However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This proposal, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and,
5. Be otherwise qualified and eligible to receive an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Proposals will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFP, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by

any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no**

additional charges to Johnson County. Only original invoices will be accepted. In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage



2. Automobile Liability
\$ 1,000,000.00 each accident Combined Single Liability
\$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Pools.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such

bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this proposal.

ANY QUESTIONS relating to this Request for Proposal and Specification(s) shall be directed to Margaret Cook, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**RFP 2013-309: REQUEST FOR PROPOSAL
NUISANCE PROPERTY ABATEMENT**

GENERAL PURPOSE

Johnson County is seeking to contract with a competent firm(s) or individual with the necessary credentials and qualifications, that has experience to perform general clean-up of property as required. It is the intent of the Johnson County Commissioners' Court to utilize this contract on an "AS NEEDED BASIS."

TERMS OF ENGAGEMENT

This contract for general clean-up and abatement services for a one (1) year period, effective May 1, 2013 to April 30, 2014, with an option to renew for four (4) additional one (1) year periods. Johnson County reserves the right to reject any and all bids and/or to purchase from any State contract and/or inter-local agreements and/or to contract with multiple vendors, whichever is in the best interest of the County. Acceptance of this bid by Commissioners' Court shall constitute a contract between Johnson County and vendor.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

Vendor may submit a quote for any individual section of this specification. Specifications include **Section A: Mowing Services**, **Section B: General Cleanup Services**, and **Section C: Construction and/or Demolition Services**.

SPECIFICATIONS

Each Court Abatement order will specify the exact items that need to be done on a particular piece of property. Court Abatement judgments/orders may include, but are not limited to, the following specifications:

Section A: Mowing Services

- Mow, weed eat, and trim property specified in Court judgment/order;

Section B: General Cleanup Services

- As applicable, pickup and dispose of all debris in the proper manner. This may include hazardous waste type debris. Hazardous type items shall be disposed of per Texas Law

and regulations. Vendor shall provide Johnson County with verification certificate and/or receipt of proper disposal, as applicable;

- Haul away rubbish, trash, trees, dirt, rock or other materials and debris, as applicable; and,
- Vendor shall be responsible for any disposal fees.
- Quote above services on flat hourly basis, including itemized equipment list with rate per hour, as applicable.

Section C: Construction and/or Demolition Service

- On occasion, drain in-ground swimming pool and fill with dirt, as applicable;
- Boarding up or removal of building, structure and/or house located on property;
- Structure removal, dirt work, and misc. repairs;
- Vendor shall provide any and all equipment, (i.e. haul trucks, backhoes, mowers, loaders and etc), fuel and labor to complete abatement; and,
- Vendor shall provide all materials necessary for repair and/or securing property or structure on property, as applicable.

Vendor Requirements:

- Vendor has fourteen (14) days to submit quote for service from receipt of the judgment/order;
- Vendor shall perform cleanup in a timely manner and to the satisfaction of authorized and/or assigned Johnson County personnel;
- Provide a list of three (3) past clients preferably with other governmental entities. The list should include contact name, address, and telephone number;
- List names and staff members who would have key responsibility for any portion of these projects;
- Vendor has the option to quote a flat hourly rate for services. Rate shall include everything (i.e. labor, materials, fuel, equipment, disposal fees);
- Vendor shall include an attached sheet listing all charges for (labor, materials, fuel, equipment, etc.);

- Vendor shall submit before and after photographs of site. Photographs may be submitted by email.
- Vendor shall attach a copy of the Abatement Order and a complete itemized list of service with invoice. NO INVOICES shall be held over thirty (30) days. Invoices shall be submitted to the County Public Works department on a monthly basis to ensure timely payment; and,
- Vendor shall abide by the following procedures:
 - a. Receive Court judgment/order from Johnson County Public Works Department;
 - b. Submit quote within fourteen (14) days of receipt of judgment/order;
 - c. Receive a purchase order for service prior to performing service;
 - d. Service is performed and completed to the satisfaction of Johnson County authorized personnel; and,
 - e. Submit invoice within thirty (30) days of completed service.

Handwritten initials in black ink, appearing to be 'JF' or similar, written over the 'Initials' label.

**RFP 2013-309: NUISANCE PROPERTY ABATEMENT
QUOTE SHEET**

Vendor shall have the ability to fulfill the service of nuisance property abatement as described in this proposal. Vendor may submit a quote for any individual section of this specification. Having read and understood the Instructions, Terms of Contract, insurance and specifications, vendor submits the following:

SECTION A: MOWING SERVICES

SERVICES	FEE	COMMENTS
	Mowing / Weed Eating	
Less than 1 acre	\$ 250 ⁰⁰	
1 acre	\$ 350 ⁰⁰	
More than 1 acre but less than 2 acres	\$ 400 ⁰⁰	
2 acres and above	\$ 450 ⁰⁰	Plus the above mentioned price per services performed

SECTION B: GENERAL CLEANUP SERVICES

Flat hourly rate for all equipment used to facilitate the cleanup. Include itemize equipment list and rate per hour, as applicable.

\$ 125⁰⁰ per hour

SECTION C: CONSTRUCTION AND/OR DEMOLITION SERVICES

Flat hourly rate for any repairs, construction and/or demolition, required by the abatement order

\$ 125⁰⁰ per hour

15 % Percentage mark-up for materials

Specify any additional costs: _____

Any comments, additions, and/or exclusions shall be provided on separate page(s).

VENDOR ACKNOWLEDGEMENT

Until a contract resulting from this process is executed, no employee agent or representative of any professional services provider shall make available or discuss it proposal with the press, any elected official or appointed official or officer of the district, or any employee, agent or other representative of the county, unless given permission to do so in writing by the Johnson County Purchasing Agent, Margaret Cook, CPPB.

The Bidder hereby offers to furnish and deliver terms there stated and in strict accordance with the specifications and general conditions of bidding all of which are made a part of this offer.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offeror, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. Further, the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.


NAME OF BUSINESS: Dakotah Ventures, Inc.

ADDRESS: P.O. Box 953

CITY/STATE/ZIP: Godley Texas 76044

OFFICE PHONE: 817-309-2842 FAX PHONE: 817-309-2752

CELL PHONE: 817-675-4518 EMAIL: SteelRichardson@CS.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Sherzi Richardson

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Johnson County requires a Residence Certification. §2252.001 *et seq.* of the Texas Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Dakotah Ventures is a Resident Bidder of Texas
(Company Name)
as defined in Texas Government Code §2252.001.

I certify that _____ is a Nonresident Bidder as
(Company Name)
defined in Texas Government Code §2252.001 and our principal place of business is

(City and State)



Dakota Ventures, Inc.
d.b.a. PHD Construction
P.O. Box 953, Godley, TX 76044
817-675-4518 office 817-309-2846 fax

April 10, 2013

RFP 2013 – 309
For Nuisance Property Abatement for Johnson County

Re: Proposal

Dakota Ventures References:

- 1: Utilx Corpration Tim Brown
321 Exchange Dr. Arlington Texas 76011
817-303-6610
- 2: Standard Utility Company Steve Standish
2630 W Freeway Ste 200 Fort Worth Texas 76102
817-738-8400
- 3: Oncor Tommy Maddox
1616 Woodall Rogers Fwy. Dallas Texas 75201
214-801-7230
- 4: Tri County Co-Op Carl Henesey
4740 Keller Hicks Rd. Fort Worth Texas 76244
817-475-0412

Employee, Equipment, Safety, and Additional Information

Employee Breakout:

3 Supervisors

- Sherman Barr
- Mike Murrah
- Ruti Bustamante

16 Foremen

32 Skilled Labors

Equipment Breakout:

1 -Vermeer 850 Rock wheel, trenches through rock and increases cutting performance in tough conditions

2 -Ditch Witch rider trenchers, has the ability to do big jobs in small places

2 -John Deer 410J Backhoe with rock bucket, versatile utility machine

14 -Solar Air Compressors (pull behind), provides a multi-tool piece of equipment for solid rock jobs

2 - John Deer Zero Turn riding mowers

2 - Toro Push mowers

4- Gas Weed eaters (Various Brands)

2 - Commercial Grade Gas Powered blowers (Various Brands)

Numerous trailers for hauling equipment and spoils.

If more equipment is needed, we will rent or purchase as necessary.

Safety Programs:

Oncor Safety Program Trainings

A&M Shoring & Trenching Certifications

Safety meeting 1st Friday of each month covering a variety of safety topics

Hourly Rate when Requested:

This hourly rate includes 1 foreman, two labors, fuel, equipment, disposal fees:
\$125.00 per hour

RFP 2013-309

NUISANCE
PROPERTY
ABATEMENT
FOR
JOHNSON
COUNTY

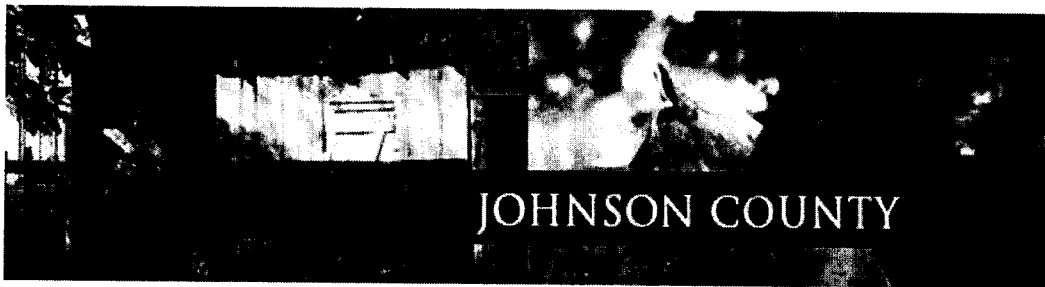
LC

VENDOR NAME
CORNERSTONE LANDSCAPE
SERVICES, INC

REQUEST FOR PROPOSAL

Nuisance Property Abatement

JOHNSON COUNTY



RFP 2013-309

DUE DATE: ~~March 28, 2013~~

EXTENDED DUE DATE: April 11, 2013

BY 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF PROPOSALS: **Three (3) complete sets** of all proposal documents (original and two (2) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Margaret Cook, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed proposals shall be received no later than: 2:00 P.M., ~~March 28, 2013~~, April 11, 2013.

MARK ENVELOPE: RFP 2013-309 FOR NUISANCE PROPERTY ABATEMENT FOR JOHNSON COUNTY.

LATE PROPOSALS: Proposals received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

PROPOSAL SHALL INCLUDE: This RFP and all additional documents submitted. Each proposal shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed Request for Proposal and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this proposal. Vendors are invited to attend.

If vendor does not wish to submit a proposal at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the proposal opening. Results will be sent to those who submitted a proposal.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the

right to reject any or all proposals as it may deem to be in the best interests of Johnson County. Receipt of any proposal shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of proposals, and vendor so agrees upon submittal of vendor's proposal. Proposals may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. ***The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.*** However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This proposal, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.



A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and,
5. Be otherwise qualified and eligible to receive an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Proposals will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFP, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VENDOR SHALL PROVIDE with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by

any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no**

additional charges to Johnson County. Only original invoices will be accepted. In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
\$ 1,000,000.00 each accident Combined Single Liability
\$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such

bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this proposal.

ANY QUESTIONS relating to this Request for Proposal and Specification(s) shall be directed to Margaret Cook, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**RFP 2013-309: REQUEST FOR PROPOSAL
NUISANCE PROPERTY ABATEMENT**

GENERAL PURPOSE

Johnson County is seeking to contract with a competent firm(s) or individual with the necessary credentials and qualifications, that has experience to perform general clean-up of property as required. It is the intent of the Johnson County Commissioners' Court to utilize this contract on an "AS NEEDED BASIS."

TERMS OF ENGAGEMENT

This contract for general clean-up and abatement services for a one (1) year period, effective May 1, 2013 to April 30, 2014, with an option to renew for four (4) additional one (1) year periods. Johnson County reserves the right to reject any and all bids and/or to purchase from any State contract and/or inter-local agreements and/or to contract with multiple vendors, whichever is in the best interest of the County. Acceptance of this bid by Commissioners' Court shall constitute a contract between Johnson County and vendor.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

Vendor may submit a quote for any individual section of this specification. Specifications include **Section A: Mowing Services**, **Section B: General Cleanup Services**, and **Section C: Construction and/or Demolition Services**.

SPECIFICATIONS

Each Court Abatement order will specify the exact items that need to be done on a particular piece of property. Court Abatement judgments/orders may include, but are not limited to, the following specifications:

Section A: Mowing Services

- Mow, weed eat, and trim property specified in Court judgment/order;

Section B: General Cleanup Services

- As applicable, pickup and dispose of all debris in the proper manner. This may include hazardous waste type debris. Hazardous type items shall be disposed of per Texas Law

and regulations. Vendor shall provide Johnson County with verification certificate and/or receipt of proper disposal, as applicable;

- Haul away rubbish, trash, trees, dirt, rock or other materials and debris, as applicable; and,
- Vendor shall be responsible for any disposal fees.
- Quote above services on flat hourly basis, including itemized equipment list with rate per hour, as applicable.

Section C: Construction and/or Demolition Service

- On occasion, drain in-ground swimming pool and fill with dirt, as applicable;
- Boarding up or removal of building, structure and/or house located on property;
- Structure removal, dirt work, and misc. repairs;
- Vendor shall provide any and all equipment, (i.e. haul trucks, backhoes, mowers, loaders and etc), fuel and labor to complete abatement; and,
- Vendor shall provide all materials necessary for repair and/or securing property or structure on property, as applicable.

Vendor Requirements:

- Vendor has fourteen (14) days to submit quote for service from receipt of the judgment/order;
- Vendor shall perform cleanup in a timely manner and to the satisfaction of authorized and/or assigned Johnson County personnel;
- Provide a list of three (3) past clients preferably with other governmental entities. The list should include contact name, address, and telephone number;
- List names and staff members who would have key responsibility for any portion of these projects;
- Vendor has the option to quote a flat hourly rate for services. Rate shall include everything (i.e. labor, materials, fuel, equipment, disposal fees);
- Vendor shall include an attached sheet listing all charges for (labor, materials, fuel, equipment, etc.);

- Vendor shall submit before and after photographs of site. Photographs may be submitted by email.
- Vendor shall attach a copy of the Abatement Order and a complete itemized list of service with invoice. NO INVOICES shall be held over thirty (30) days. Invoices shall be submitted to the County Public Works department on a monthly basis to ensure timely payment; and,
- Vendor shall abide by the following procedures:
 - a. Receive Court judgment/order from Johnson County Public Works Department;
 - b. Submit quote within fourteen (14) days of receipt of judgment/order;
 - c. Receive a purchase order for service prior to performing service;
 - d. Service is performed and completed to the satisfaction of Johnson County authorized personnel; and,
 - e. Submit invoice within thirty (30) days of completed service.



**RFP 2013-309: NUISANCE PROPERTY ABATEMENT
QUOTE SHEET**

Vendor shall have the ability to fulfill the service of nuisance property abatement as described in this proposal. Vendor may submit a quote for any individual section of this specification. Having read and understood the Instructions, Terms of Contract, insurance and specifications, vendor submits the following:

SECTION A: MOWING SERVICES

SERVICES	FEE	COMMENTS
	Mowing / Weed Eating	
Less than 1 acre	\$ 150.00	PUSH MOW, WEED EAT ZERO TURN MOWER
1 acre	\$ 260.00	
More than 1 acre but less than 2 acres	\$ 380.00	
2 acres and above	\$ 400.00	ABOVE 2 ACRES WILL BE \$60.00 MAN HR WITH ZERO TURN MOWER

BRUSH HOG SERVICE TO
BE DETERMINED PER SITE.

SECTION B: GENERAL CLEANUP SERVICES

Flat hourly rate for all equipment used to facilitate the cleanup. Include itemize equipment list and rate per hour, as applicable. 18' TRAILER - 2 MEN \$60.00 HR

\$ PER LIST per hour
 CHAINSAW - \$20.00 HR
 CATERPILLAR SKID STEER \$90.00 HR
 TORO DINGO MINI SKID STEER - \$65.00 HR
 DUMP FEE - \$250.00 A TRAILER LOAD

SECTION C: CONSTRUCTION AND/OR DEMOLITION SERVICES

Flat hourly rate for any repairs, construction and/or demolition, required by the abatement order

\$ NA per hour

NA % Percentage mark-up for materials

Specify any additional costs: _____

Any comments, additions, and/or exclusions shall be provided on separate page(s).

VENDOR ACKNOWLEDGEMENT

Until a contract resulting from this process is executed, no employee agent or representative of any professional services provider shall make available or discuss it proposal with the press, any elected official or appointed official or officer of the district, or any employee, agent or other representative of the county, unless given permission to do so in writing by the Johnson County Purchasing Agent, Margaret Cook, CPPB.

The Bidder hereby offers to furnish and deliver terms there stated and in strict accordance with the specifications and general conditions of bidding all of which are made a part of this offer.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offeror, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. Further, the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

NAME OF BUSINESS: CORNERSTONE LANDSCAPE SERVICES, INC

ADDRESS: PO BOX 1688

CITY/STATE/ZIP: CELLEBURNE TX 76033

OFFICE PHONE: 8175581221 FAX PHONE: 8176419170

CELL PHONE: 8178194557 EMAIL: SCOTTG@CORNERSTONELANDSCAPE-1.COM

AUTHORIZED SIGNATURE: R. Scott Gruen

PRINTED NAME: R. SCOTT GRUEN

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Johnson County requires a Residence Certification. §2252.001 *et seq.* of the Texas Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that CORNERSTONE LANDSCAPE SERVICES is a Resident Bidder of Texas
(Company Name)
as defined in Texas Government Code §2252.001.

I certify that _____ is a Nonresident Bidder as
(Company Name)
defined in Texas Government Code §2252.001 and our principal place of business is

(City and State)

Cornerstone

Landscape Services

References:

EOG Resources, Inc.
Steven Potts
1908 Lone Star Rd, Unit E
Mansfield, TX 76063
817-212-3139

SpawGlass Contractors
9331 Corporate Dr.
Selma, TX 78154
210-651-9000

Homes by Towne
Wesley Webb
3061 SW Wilshire Blvd
Burleson, TX 76028
817-484-3333

Mike & Angie Erinakes
10340 CR 1020
Burleson, TX 76028
817-269-0630



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	MARSHALL YOUNG INSURANCE 1470 W. HENDERSON P.O. BOX 39 CLEBURNE TX 76033-0039	CONTACT NAME: JAN HILLEY
		PHONE (A/C, No, Ext): (817) 645-9155 FAX (A/C, No): (817) 641-2538 E-MAIL ADDRESS: jan@marshallyoung.com
INSURED	CORNERSTONE LANDSCAPE SERVICE, INC. 1531 KILPATRICK Cleburne TX 76033-	INSURER(S) AFFORDING COVERAGE
		INSURER A: STATE AUTO MUTUAL INS. CO.
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		BOP2644574	11/01/2012	11/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP2336939	11/01/2012	11/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		CXS210448001	11/01/2012	11/01/2013	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WCP219598800	11/01/2012	11/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

AI 005290

 CITY OF CLEBURNE
 INSPECTIONS DEPT.
 PO BOX 677
 CLEBURNE TX 76033-0677

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bill V. Henry

Fax: () -

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